MEMORANDUM

To: Natick Board of Selectmen
From: Josh Ostroff
Date: October 11, 2017
Re: West Natick Commuter Parking

cc: Dr. Leona Bessonova; Martha White, Town Administrator; James Hicks, Chief of Police; Jamie Errickson, Director of Community and Economic Development; Jeremy Marsette, Director of Public Works

Thank you for considering the attached proposal to provide additional parking at the West Natick MBTA station at an upcoming Board meeting.

This proposal is not made on behalf of a Town committee or department; the Transportation Advisory Committee does not have parking in its charge, and the Parking Advisory Committee has not met to consider this.

This will be on the October 31 Safety Committee agenda as a more detailed follow-up to their initial consideration on September 5, so I ask for the Board to consider this at or before your meeting on October 30. I hope that this will be considered prior to establishing parking permit fees for 2018. As you may know, there is a long waiting list for commuter permits, and the need leads to complaints about commuter parking in residential neighborhoods.

Board members may recall that this was proposed in August; it was suggested that when and if this came to the Board, that neighbors of Newfield Drive be invited to comment. Since this is not originating with a Town agency, that outreach has not yet taken place.

I recognize the complexity of implementing a new parking system, but I hope that we maintain a focus on better using existing parking capacity, and on encouraging alternative transportation, as we explore a significant public investment in a new parking structure.

Thank you, and please let me know if you have any questions or need additional information.

West Natick MBTA station supplemental commuter parking:
Proposal to the Natick Board of Selectmen
October 3, 2017

Presented by Joshua Ostroff and Dr. Leona Bessonova

Purpose and Need

This proposal seeks to provide additional parking for commuters within walking distance of the West Natick MBTA Commuter Rail station. This station has inadequate capacity for the need of Natick and area residents (with 1121 daily riders per the MBTA's 2014 blue book, while the lot has a capacity of 178 vehicles). The concept is to provide on-street permitted parking on Newfield Drive, an accepted public way to the south of the MBTA station.

As a result of limited capacity and high demand, residents in the neighborhood to the north of the station have reported on-street parking by commuters; periodically, the Safety Committee and Selectmen have acted on the requests of neighbors to post parking restrictions.

In recent years, the Town has supported plans to expand parking at the MBTA-owned lot at the station, but this is not currently planned or funded by the MBTA. Commuter parking capacity is limited at Natick Center, with a lengthy waiting list of 60+ commuters.

The Town's sustainability goals and the needs of residents suggest we need more commuter parking, not less.

Newfield Drive was accepted as a public way about 10 years ago, but without street lighting. Several residents have requested lighting, which carries a cost estimated at over $600,000 according to an estimate provided to the Selectmen in early 2016.

By establishing a parking benefit district, the Town could dedicate a portion of parking revenue to fund lighting and other area improvements, or to expenses associated with this service.

At present, there are no restrictions on parking on Newfield Drive; this proposal would allow and regulate daytime parking, while fulfilling a need for street lighting.

Parking capacity

The width of Newfield Drive is 32 feet, which can accommodate two 12' travel lanes and 8' for parallel parking on one side. From West Central Street to Silver Hill Lane is a distance of about 1/3 mile, which should accommodate about 65-70 cars. See draft sketch, Exhibit 1, which shows 66 spaces.

Administration and enforcement

Parking would be administered through the Town's existing parking permit program. Currently, the Town charges $615 annually for resident commuter parking permits in Natick Center, and a higher amount for non-residents; this covers the cost of the lease with

St. Patrick's. At present, parking enforcement is limited to Natick Center. Another parking payment system could be used, such as a Kiosk system, which could better accommodate daily use, although it comes with a higher up-front cost. This system is not recommended, because it would not provided the guaranteed parking for residents that a permit system offers. Daily parkers would have the option to use the existing lot at the station.

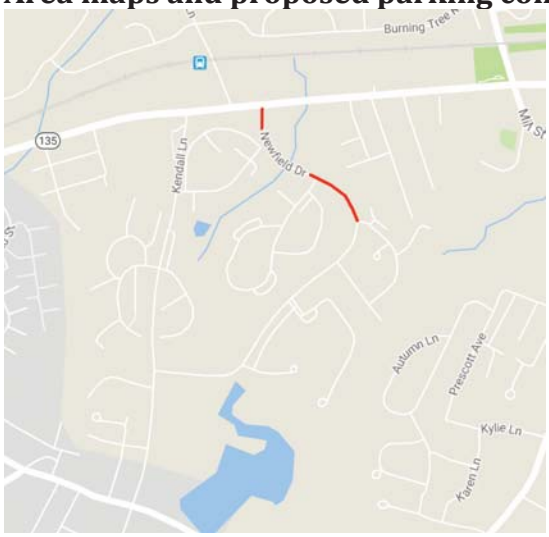
Traffic flow and safety
For safety reasons, the current crosswalk across Newfield Drive at West Central Street should probably be relocated slightly further from West Central, regardless of whether this is implemented. Town staff should develop a recommendation for traffic flow, as evening commuters facing southbound on Newfield may have an incentive to make unsafe traffic movements if they are returning to West Central Street.

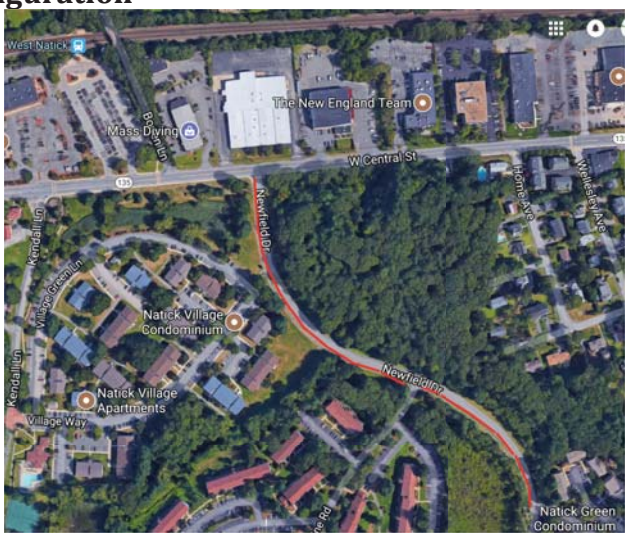
Snow removal
Creating new authorized commuter parking on Newfield will cause this street to have a higher priority for roadway snow removal than it does now, similarly to how the downtown parking lots are prioritized. Sidewalk snow removal is currently the responsibility of the building management at the adjoining residential complex. This agreement should be reviewed.

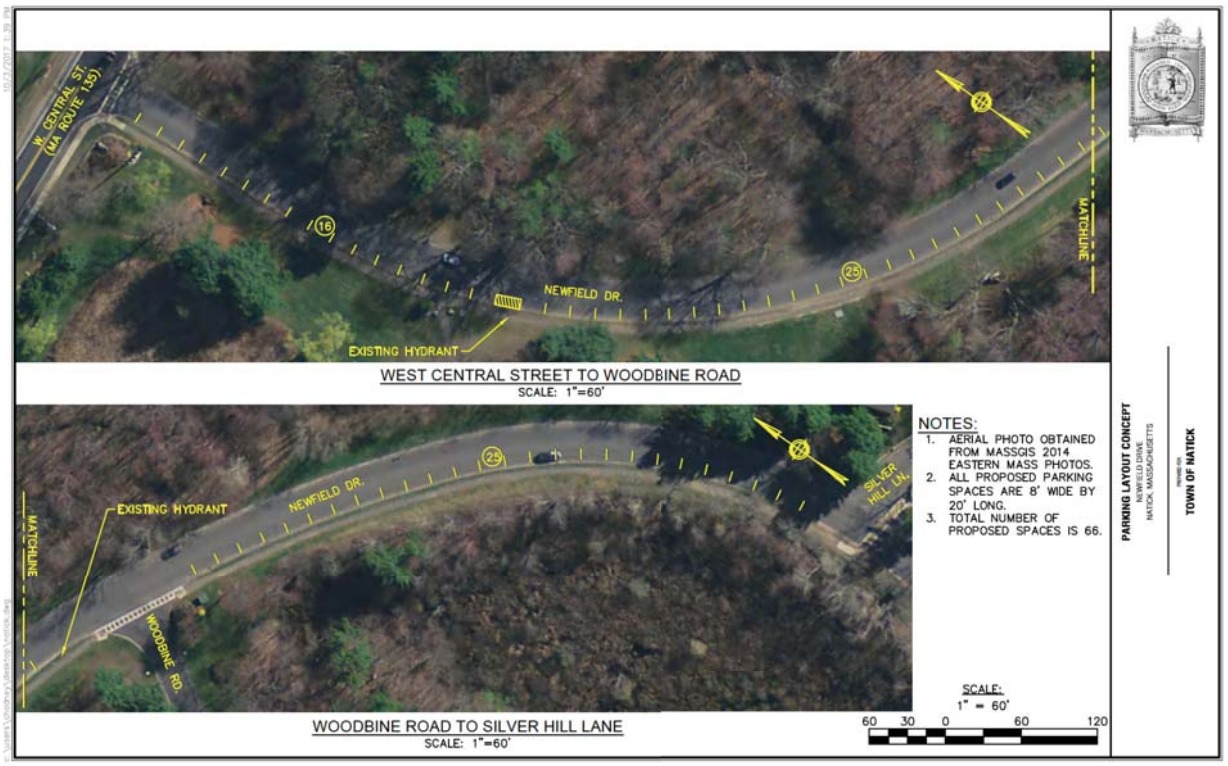
Street lighting and legislation
2016 legislation enacted and signed into law as part of the Municipal Modernization Act allows for municipalities to establish Parking Benefits Districts, a mechanism for cities or towns to define a geographic area and invest parking revenue on district improvements. Subject to approval by Town Meeting, the Town could invest a portion of revenue to the cost of street lighting on Newfield, as well as other operations, administration and capital expenses associated with this proposal.

Exhibits

1. **Area maps and proposed parking configuration**







2. Parking Benefit District legislation

Chapter 40A
Section 22A1/2 Parking benefit districts
[Text added by Acts of 2016, Ch. 218, Sec. 27, effective November 7, 2016.]

Section 22A 1/2. A city or town may establish 1 or more parking benefit districts, as a geographically defined area, in which parking revenue collected therein may be designated in whole or in part for use in that district through a dedicated fund in accordance with the purposes and uses listed in section 22A. A parking benefit district may be managed by a body designated by the municipality, including, but not limited to, a business improvement district or main streets organization.

3. Statements from residents

Dr. Leona Bessonova
Like many other folks moving to this town, my family chose where we were living, in part, based on proximity to public transportation. We live a few minutes drive from the West Natick station (though the walk is too long to be reasonable). The lack of parking in the morning has increased my commute to Boston by approximately 1 hour in total, as I've had to shift to the Natick Center station/parking, which adds significant travel time on the Natick roads whenever school is in session. This is 1 hour that I am not spending with my family and that is

a shame. I'm hopeful for a similar town-run parking near the West Natick train station as exists in Natick Center.

Beth Delaney
When I moved to Natick, I was thrilled to live so close to the West Natick train station, which offers multiple express train options to downtown...until I quickly learned that if I did not get there before 7am, I was not going to be able to find parking. I currently pay privately to park near the station, but I pay more than I would at the station, however, this is necessary to ensure I get a spot for the express train at 7:46am after I drop off my children for daycare. I much prefer the train to driving, but often consider driving as the cost is actually not that more once I factor in the private parking.

Matt Gardner
Natick should be doing all it can to encourage its residents to utilize public transportation options. By doing so, there would be fewer cars on the road, less energy would be used, and there would be fewer greenhouse emissions. These outcomes would be consistent with Natick's strategic objectives as outlined in the Natick 2030 planning process and would help Natick be a more sustainable community. Options available to Natick include providing additional parking at or near public transit stations. For example, if Newfield Drive in West Natick were made available for commuter rail parking, more residents could utilize this option for commuting to work in Boston. Newfield Drive is wide enough, is in walking distance to the West Natick Train Station and could accommodate a significant number of vehicles. Currently, parking at the West Natick or Natick Center train stations is difficult – additional permits are not available, and the public lot at West Natick is usually full early in the morning.

I hope that this option, and others are considered carefully, in order make public transport options more convenient and more available to the residents of Natick.

###

COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING
PLANNING
ZONING
CONSERVATION

ınathan Freedman, Chair, Natick Board of Selectmen
ed Fields, Senior Planner
lartha White, Town Administrator
ımes Errickson, Director of Community & Economic Development

DATE: October 11, 2017

RE: Golden Triangle Planning Study, Bi-Community Meeting – October 23, 2017

Work started on the Golden Triangle Planning Study in April of 2017. This collaborative planning effort by Natick and Framingham combines robust research with comprehensive public engagement. The resulting plan will recommend a preferred vision for future development patterns of the Triangle District that can be achieved through local zoning improvements and strategic transportation and mobility improvements by the Commonwealth of Massachusetts and the respective towns.

A Steering Committee (on which Mr. Hickey represents the Board of Selectmen) is meeting bi-monthly to review research and hone planning assumptions to shape the preferred vision for future development of the Triangle District. In addition, extensive input has been solicited from key businesses in the study area, as well as from shoppers, travelers and workers in the Triangle District via the coUrbanize web platform - https://courbanize.com/projects/golden-triangle/information.

Feedback from the last Steering Committee meeting in August revealed the need for direct engagement of the residential neighborhoods abutting the Triangle District study area. To address this, planners in Natick and Framingham are coordinating a broad community meeting, aimed at residents of both towns living in or near the Triangle District.

This meeting is scheduled for the night of **October 23rd, 2017 at the McAuliffe School, 139 Newbury Street, Framingham** (in the middle of the Triangle District). A subsequent meeting will be arranged specifically for Natick residents in early November, likely to take place in the West Natick section of town.

Please contact Ted Fields in the Community & Economic Development Department for more information on this planning effort – tfields@natickma.org.

You can also relay your thoughts and suggestions on the Golden Triangle District directly by clicking on the following link to the study's coUrbanize project website:

https://courbanize.com/projects/golden-triangle/comments

Paul E. Carew
Director Veterans Services
VVA Accredited Service Representative

Sheila Young
Executive Assistant

TOWN OF NATICK
Department of Veterans' Services
90 Oak Street
Natick, Massachusetts 01760

September 29, 2017

Board of Selectmen

On behalf of the Town of Natick Veterans Services and Natick Veterans Council I would like to invite you to our Veterans Day 2017 parade and Ceremony. This will be held on Saturday November 11, 2017 with the parade kicking off at 9:30 AM. The parade will form up at Morse's Tavern and form on East Central Street

You have always been a strong supporter of our veterans. I Thank You. I hope you are able to attend Veterans Day 2017.

Attached is a copy of the schedule of events for that day.

We look forward to your participation in our Veterans Day events.

Please respond to the below listed contact information with any questions and to confirm you did receive this invite.

Thank you,

Paul E. Carew VSO
VVA Accredited Service Representative

Phone: 508-647-6545
Ms. Young: 508-647-6400 ext 1900
Fax: 508-647-6548
Email: pcarew@natickma.org

"We fought together now let's build together"

VETERANS DAY 2017

Parade forms up at Morse's Tavern, East Central Street at 9:15 AM. Saturday November 11, 2017

Parade Kicks off 9:30 AM sharp.

Parade route is as follows. March down East Central Street to West Central Street. Take a left on Forest Ave to Pond Street. Take a left onto Pond Street towards downtown. At downtown Main Street take a left to lights then a right towards the Morse Library. Stop at the Library and form up in front of the Honor Roll.

10:30 AM posting of the colors Morse Library.

Invocation _____

Salute to the flag

Welcome: Me

Rep David Linsky

Warren Griffin

Introduction Selectman _____ others

Introduction Senator _____?

Johnson School Peace Makers

_____ bio intro keynote speaker

Pat announces / Honor Guard Salute

Honor Guard fires / _____ Captain / other members firing

Taps / TBN

National Anthem / American Legion Band

Closing Remarks / Paul E. Carew VSO
Thanks you
Thank you:
Morse Institute Library / Linda Stetson and Charlie Ching
Officer of the Day - Patrick Young
Sheila Young
Color guards – Army – Fire – Police
Firing Squad – Natick Veterans Council
Veteran Council – President Warren Griffin
Ken Gross – American Legion Band
Representative David Linsky
Board of Selectman
Boy Scouts
Cub Scouts
Girl Scouts
Johnson School Peacemakers
Metro west Regional Transportation
Randy Brewer – Pegasus

I want to invite all to a coalition at the VFW 1272 Post West Central Street.

Respectfully Paul E. Carew VSO

verizon

500 Summit Lake Drive, 4th Floor
Valhalla, NY 10595
(914) 801-9770
pamela.goldstein@verizon.com

Pamela N. Goldstein
Associate General Counsel

BY FIRST CLASS MAIL

September 26, 2017

Town of Natick
Town Hall
13 East Central St
Natick, MA 01760
Attention: Board of Selectmen

Re: Cable Television Final License Granted to Verizon New England Inc. (the "Final License")

Dear Board of Selectmen:

I would like to introduce myself as Verizon's new contact for the Final License. Any time you have questions about the Final License, or anything related to Verizon's Fios TV service, please direct them to me. You'll find my contact information in the upper right corner of this letter. Thank you.

Sincerely,

Pamela Goldstein

Pamela N. Goldstein
Associate General Counsel

cc: John P. Flynn, Esquire, Murphy, Hesse, Toomey & Lehane

Massachusetts Department of Environmental Protection
Bureau of Waste Site Cleanup

BWSC123
This Notice is Related to:
Release Tracking Number
3 - 4523

NOTICE OF ENVIRONMENTAL SAMPLING

As required by 310 CMR 40.1403(10) of the Massachusetts Contingency Plan

RECEIVED
OCT - 1 2017
BOARD OF SELECTMEN
NATICK, MA

A. The address of the disposal site related to this Notice and Release Tracking Number (provided above):

1. Street Address: 207 Worcester Street
   City/Town: Natick, MA Zip Code: 01760

B. This notice is being provided to the following party:

1. Name: Town of Natick, Board of Selectmen
2. Street Address: 13 East Central Street
   City/Town: Natick, MA Zip Code: 01760

C. This notice is being given to inform its recipient (the party listed in Section B):

☑ 1. That environmental sampling will be/has been conducted at property owned by the recipient of this notice.

☑ 2. Of the results of environmental sampling conducted at property owned by the recipient of this notice.

☑ 3. Check to indicate if the analytical results are attached. (If item 2. above is checked, the analytical results from the environmental sampling must be attached to this notice.)

D. Location of the property where the environmental sampling will be/has been conducted:

1. Street Address: 0 Cleveland Circle at the baseball field (right field)
   City/Town: Natick, MA Zip Code: 01760
2. MCP phase of work during which the sampling will be/has been conducted:

☐ Immediate Response Action
☐ Release Abatement Measure
☐ Utility-related Abatement Measure
☐ Phase I Initial Site Investigation
☐ Phase II Comprehensive Site Assessment
☐ Phase III Feasibility Evaluation
☑ Phase IV Remedy Implementation Plan
☐ Phase V/Remedy Operation Status
☐ Post-Temporary Solution Operation, Maintenance and Monitoring
☐ Other _____ (specify)

3. Description of property where sampling will be/has been conducted:

☐ residential ☐ commercial ☐ industrial ☐ school/playground ☑ Other baseball field (specify)

4. Description of the sampling locations and types (e.g., soil, groundwater, indoor air, soil gas) to the extent known at the time of this notice.

Groundwater samples were collected on September 13, 2017. See attached site plan for sample locations. Only portions of those laboratory reports pertaining to the property referenced in Section D of this Notices are included in this submittal.

E. Contact information related to the party providing this notice:

Contact Name: Robert H. Bird, LSP
Street Address: 2 Merchant Street, Suite 2
City/Town: Sharon, MA Zip Code: 02067
Telephone: (781) 793-0074 Email: robertb@envirotrac.com

Revised: 5/30/2014

Massachusetts Department of Environmental Protection
Bureau of Waste Site Cleanup

BWSC123

This Notice is Related to:
Release Tracking Number

3 - 4523

NOTICE OF ENVIRONMENTAL SAMPLING

As required by 310 CMR 40.1403(10) of the Massachusetts Contingency Plan

MASSACHUSETTS REGULATIONS THAT REQUIRE THIS NOTICE

This notice is being provided pursuant to the Massachusetts Contingency Plan and the notification requirement at 310 CMR 40.1403(10). The Massachusetts Contingency Plan is a state regulation that specifies requirements for parties who are taking actions to address releases of chemicals (oil or hazardous material) to the environment.

THE PERSON(S) PROVIDING THIS NOTICE

This notice has been sent to you by the party who is addressing a release of oil or hazardous material to the environment at the location listed in **Section A** on the reverse side of this form. (The regulations refer to the area where the oil or hazardous material is present as the "disposal site".)

PURPOSE OF THIS NOTICE

When environmental samples are taken as part of an investigation of a release for which a notification to MassDEP has been made under the Massachusetts Contingency Plan (310 CMR 40.0300) on behalf of someone other than the owner of the property, the regulations require that the property owner (listed in **Section B** on the reverse side of this form) be given notice of the environmental sampling. The regulations also require that the property owner subsequently receive the analytical results following the analysis of the environmental samples.

Section C on the reverse side of this form indicates the circumstance under which you are receiving this notice at this time. If you are receiving this notice to inform you of the analytical results following the analysis of the environmental samples, you should also have received, as an attachment, a copy of analytical results. These results should indicate the number and type(s) of samples (e.g., soil, groundwater) analyzed, any chemicals identified, and the measured concentrations of those chemicals.

Section D on the reverse side of this form identifies the property where the environmental sampling will be/has been conducted, provides a description of the sampling locations within the property, and indicates the phase of work under the Massachusetts Contingency Plan regulatory process during which the samples will be/were collected.

FOR MORE INFORMATION

Information about the general process for addressing releases of oil or hazardous material under the Massachusetts Contingency Plan and related public involvement opportunities may be found at http://www.mass.gov/eea/agencies/massdep/cleanup. For more information regarding this notice, you may contact the party listed in **Section E** on the reverse side of this form. Information about the disposal site identified in Section A is also available in files at the Massachusetts Department of Environmental Protection. See http://public.dep.state.ma.us/SearchableSites2/Search.aspx to view site-specific files on-line or http://mass.gov/eea/agencies/massdep/about/contacts/conduct-a-file-review.html if you would like to make an appointment to see these files in person. Please reference the **Release Tracking Number** listed in the upper right hand corner on the reverse side of this form when making file review appointments.

Pace Analytical Services, LLC
9800 Kincey Ave. Suite 100
Huntersville, NC 28078
(704)875-9092

ANALYTICAL RESULTS

Project: SPEEDWAY 2507
Pace Project No.: 92355419

Sample: MW-207 **Lab ID: 92355419009** Collected: 09/13/17 09:15 Received: 09/15/17 09:12 Matrix: Water

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
MADEP EPH MA Water	Analytical Method: MADEP EPH Preparation Method: MADEP EPH							
Acenaphthylene	ND	ug/L	5.0	1	09/18/17 14:25	09/20/17 18:12	208-96-8	N2
2-Methylnaphthalene	ND	ug/L	5.0	1	09/18/17 14:25	09/20/17 18:12	91-57-6	N2
Naphthalene	ND	ug/L	5.0	1	09/18/17 14:25	09/20/17 18:12	91-20-3	N2
Phenanthrene	ND	ug/L	5.0	1	09/18/17 14:25	09/20/17 18:12	85-01-8	N2
Aliphatic (C09-C18)	ND	ug/L	100	1	09/18/17 14:25	09/20/17 18:12		N2
Aliphatic (C19-C36)	ND	ug/L	100	1	09/18/17 14:25	09/20/17 18:12		N2
Aromatic (C11-C22)	ND	ug/L	100	1	09/18/17 14:25	09/20/17 18:12		N2
Aromatic (C11-C22), Adjusted	ND	ug/L	100	1	09/18/17 14:25	09/20/17 18:12		N2
Surrogates								
Nonatriacontane (S)	61	%	40-140	1	09/18/17 14:25	09/20/17 18:12	7194-86-7	
o-Terphenyl (S)	70	%	40-140	1	09/18/17 14:25	09/20/17 18:12	84-15-1	
2-Fluorobiphenyl (S)	98	%	40-140	1	09/18/17 14:25	09/20/17 18:12	321-60-8	
2-Bromonaphthalene (S)	89	%	40-140	1	09/18/17 14:25	09/20/17 18:12	580-13-2	
MADEP VPH Mass. Water	Analytical Method: MADEP VPH							
Benzene	ND	ug/L	5.0	1		09/22/17 05:36	71-43-2	N2
Ethylbenzene	ND	ug/L	5.0	1		09/22/17 05:36	100-41-4	N2
Methyl-tert-butyl ether	ND	ug/L	5.0	1		09/22/17 05:36	1634-04-4	N2
Naphthalene	ND	ug/L	5.0	1		09/22/17 05:36	91-20-3	N2
Toluene	ND	ug/L	5.0	1		09/22/17 05:36	108-88-3	N2
Aliphatic (C05-C08)	ND	ug/L	50.0	1		09/22/17 05:36		N2
Aliphatic, Adjusted(C05-C08)	ND	ug/L	50.0	1		09/22/17 05:36		N2
Aliphatic, Adjusted(C09-C12)	ND	ug/L	50.0	1		09/22/17 05:36		N2
Aliphatic (C09-C12)	ND	ug/L	50.0	1		09/22/17 05:36		N2
Aromatic (C09-C10)	ND	ug/L	50.0	1		09/22/17 05:36		N2
m&p-Xylene	ND	ug/L	10.0	1		09/22/17 05:36	179601-23-1	N2
o-Xylene	ND	ug/L	5.0	1		09/22/17 05:36	95-47-6	N2
Surrogates								
4-Bromofluorobenzene (FID) (S)	106	%	70-130	1		09/22/17 05:36	460-00-4	
4-Bromofluorobenzene (PID) (S)	101	%	70-130	1		09/22/17 05:36	460-00-4	

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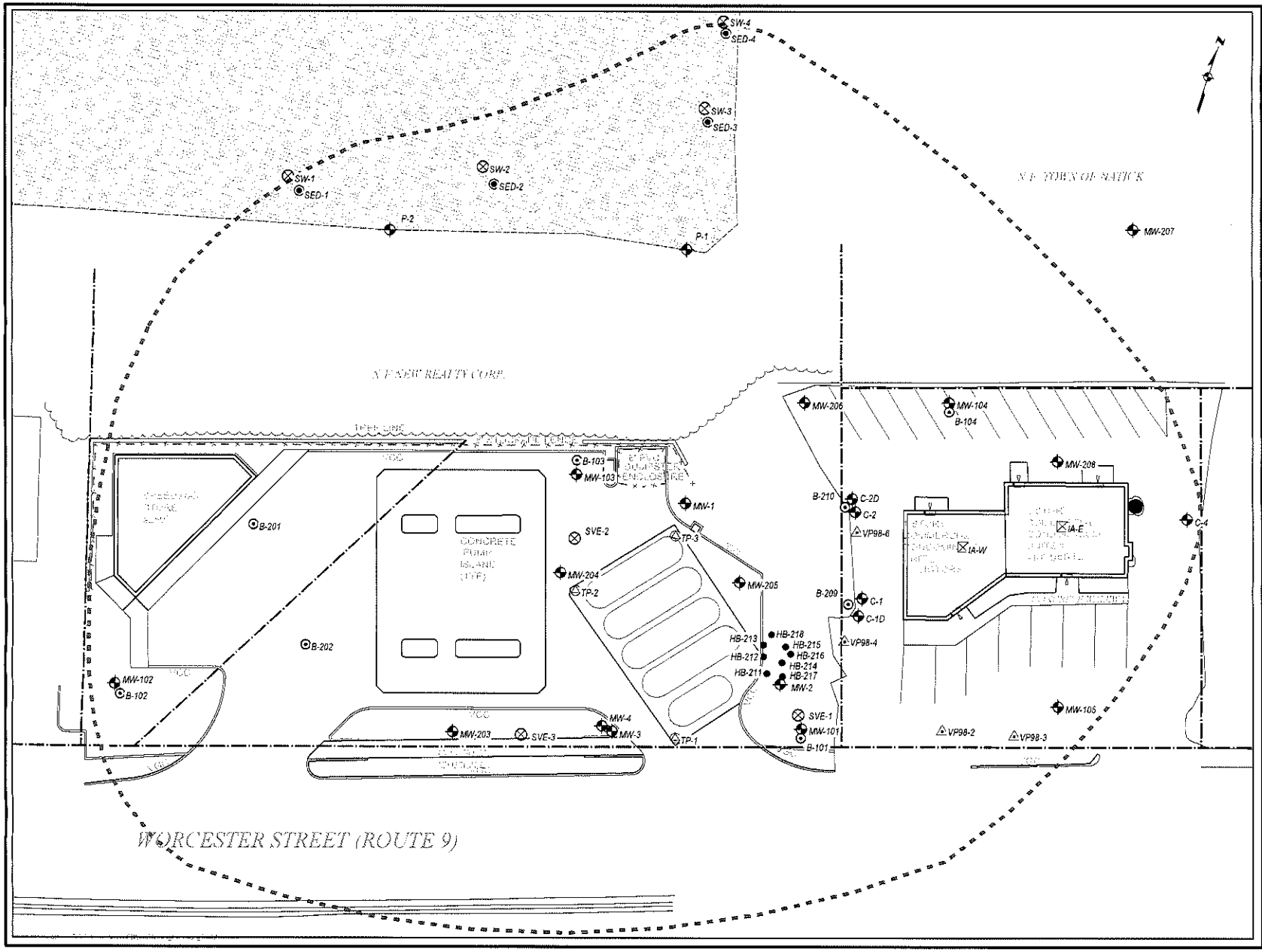


LEGEND

- SVE WELLS
- HAND BORING
- INDOOR AIR
- MONITORING WELL
- SOIL BORING
- SEDIMENT
- SURFACE WATER
- TANK PAD WELL
- VAPOR POINT
- Marsh/Bog
- Wooded Marsh
- Cranberry Bog
- Salt Marsh
- Open Water
- Reservoir (with PWSID)
- Tidal Flats
- Beach/Dune
- DISPOSAL SITE BOUNDARY

Data Source: Office of Geographic Information (MassGIS), Commonwealth of Massachusetts, MassIT.

0 25 50
Feet Feet
APPROXIMATE SCALE

REVISED BY: RHB
REVISION DATE: 9/20/2017

FIGURE 2

SITE PLAN

SPEEDWAY STORE #2507
207 WORCESTER STREET (RT. 9)
NATICK, MASSACHUSETTS

EnviroTrac
Environmental Services

Gmail by Google

Patricia O'Neil <poneil@natickma.org>

In support of the East School Playground renovation

2 messages

'Mia Kheyfetz' via Selectmen <selectmen@natickma.org> Sat, Sep 30, 2017 at 10:28 PM
Reply-To: Mia Kheyfetz <miakhey@yahoo.com>
To: "selectmen@natickma.org" <selectmen@natickma.org>

Board of Selectmen,

I am writing in support of the proposed renovation of the East School Playground. I live in the neighborhood abutting this property and my children use it frequently. It is a wonderful asset to have a playground and tennis courts in this area of Natick and there really is no other property in the area that fills those needs.

Currently, the park is underutilized because large portions of it are in disrepair. The field is often filled with water and the tennis courts are not in good condition. The playground is very limited in the age range it appeals to and the park lacks even one bench for an adult to sit on to supervise children playing. The play area is also open to Route 9 and Oak St which does not provide for a very safe play space for young children. It is unfortunate in this wonderful town that most of the best play areas are in neighboring towns rather than right here in Natick.

I urge you to recommend the renovation of this property.

Thank you for your time.

Best,
Mia & Mark Kheyfetz
19 Beverly Rd.

Jonathan Freedman <jfreedman@natickma.org> Sun, Oct 1, 2017 at 7:41 AM
To: Patricia O'Neil <poneil@natickma.org>, Donna Donovan <ddonovan@natickma.org>

Please add to correspondence file.

Thanks.

Jonathan Freedman
Chair, Natick Board of Selectmen, Audit Advisory Committee, Financial Planning Committee
Vice Chair, KMS Building Committee
jfreedman@natickma.org

Please be aware that emails to this account are considered a public record.
[Quoted text hidden]

October 10, 2017

Dear Selectpersons,

My name is Chuck Dilts, and I'm writing on behalf of the American Cancer Society Relay For Life of Natick, Framingham, Sherborn, Ashland and Holliston.

I want to thank you on behalf of all of our volunteers, as well as the American Cancer Society, for all of the support you and the Town of Natick have given us over the years. Natick has served as host for most of our annual events, and has done so in a most giving way. Thanks in part to your generosity regarding fees, permits and the like, we have raised more than $1 Million just in the time we've been back at Memorial Field after the 2011 renovations!

We are still considering Memorial Field as the home for Relay For Life 2018. However, and understandably, there will be new restrictions for tent set-up due to damage that was done before our event, coupled with some track damage the tent company for our event caused. With the addition of Ashland and Holliston to our event this coming year, we will find ourselves in need of more set-up area but will actually have less. In addition, we may not have a place to set up our large tent for our cancer survivor activities that will be A.D.A. compliant.

We are working to come to a solution that will protect Natick's facilities, give us the space we will need, and have our honored guests, the cancer survivors, able to attend in comfort. I just thought it timely to write as I did not want you to think us ungrateful for all your past support in the event we need to relocate to a venue in another town. This thank you is long overdue!

Kind regards,

Chuck Dilts
Event Chair, Relay For Life of Natick, Framingham, Sherborn, Ashland and Holliston 2018

New England Division
Relay For Life
30 Speen Street Framingham, MA 01701
p) 508.270.4600 / 800.227.2345 **f)** 508.270.4699
RelayForLife.org

RECEIVED

OCT 10 2017

BOARD OF SELECTMEN
NATICK, MA

October 5, 2017

Natick Board of Selectmen

Natick Town Hall, 2nd Floor

13 East Central Street

Natick, MA. 01760

Dear Honorable Selectmen:

We are writing to you today to advise you of a serious situation at Fairway Estates. A black & white cat who was at one time friendly has turned aggressive towards people. The cat's name is Oreo Panda & she is owned by Margaret Burke & Kevin Melony of 16 Sherwood Road in Natick. For reasons unknown Oreo Panda thinks Fairway Estates is her home. We have written Fairway Estates board who sent out an email asking people to not feed the cat & also not approach her.

The following are descriptions from neighbors in their own words describing their encounters with the cat.

Jan Rizzo, 48 Fairway Circle, Natick, MA. 01760

The first time I was attacked by the cat she was outside shivering and I went to pet her and she reached out and gave me a big deep scratch on my hand. The second time she was outside on my deck next to the screen trying to get at my indoor cat and ready to rip the screen like she's done in the past so I tried to push her away with my foot and she scratched my whole foot. The last time was Monday, September 18th when I was at my car getting my groceries and she came along and just as I was getting a bag out. I said hello to her and suddenly she jumped all the way up my arm and gave me a bite and multiple scratches. I had red lumps on my arm and went to Urgent Care on Rte. 9. The doctor said I had the beginning of cellulitis and put me on two antibiotics for a week. She has destroyed my slider screen and also one of my dining room screens. All these instances were unprovoked. She's dangerous!!

Judith Wolfson 53 Fairway Circle, Natick, MA. 01760

On April 10, 2017 upon my return from a trip, I was approached by a black & white cat while entering my home. To prevent the cat from entering I bent down & extended my hand in a friendly manner. Without warning the cat leaped at my arm & bit me hard thru my jacket& arm. I was so shocked I staggered into my front entrance & fainted. The cat ran off as my husband helped me to the car & to the urgent care clinic. I was treated for bites & scratches. The next day the bites were so painful I went to BIDMC in Needham. They decided to give me rabies shots & I was admitted as an overnight patient.

The cat who I have since found out is Oreo Panda returned to the neighborhood 2 days later. My husband took a picture of the cat & we contacted Natick Animal Control Officer & sent photo to him. He returned our call several days later & indicated he could not do anything unless it was determined the cat was rabid.

It is now 6 months later & the cat still roams our neighborhood freely & has bitten at least 2 other residents. She remains a threat to all the residents.

Gail Ekwurtzel, 51 Fairway Circle

Oreo Panda has been on my deck numerous times trying to get at my indoor cat. She has ruined my slider screens. Earlier this summer while at the mail box she trotted over seeming friendly & grabbed my hand with both paws causing deep scratches. I shook her off & she went away. I went to the doctor who prescribed antibiotics for 2 weeks. I love animals & spend a good majority of my time volunteering & am on the board of a local animal shelter. I have dealt with many different cat personalities but the aggressive behavior of this cat is in my neighborhood where I should feel safe. As I write this she is in quarantine by Natick Health Department after biting my neighbor Jan Rizzo. It's nice to be able to go out of my house & not have to be on the lookout for her.

Jeanne O'Reilly 52 Fairway Circle

I have not had a violent encounter with the black & white cat, but have given her a wide berth. I am not currently a cat owner. The cat is always hanging around the neighborhood. I often hear it meowing & howling outside my neighbors' units. The cat has slipped into my garage numerous times when I'm backing out my car. It is difficult to extract the cat from the garage. The cat has also jumped onto the roof of the one story unit next to mine & has sat on the roof outside my second story bathroom window. Natick's animal control officer has not been proactive solving the issue. It is my worry that a child or an elderly person visiting someone on the circle will be bitten.

There is one other person who rented here that we know of who was bitten & had to get rabies shots. There are also others in our neighborhood who although the cat has not bitten or scratched them they have had issues with the cat going in their garage & having trouble getting her out. The cat has also been seen at the driving range.

Natick's Animal Control Officer Keith Tosi is aware of this situation & has talked with the owners but nothing further had been done until Natick Public Health was involved. Mr. Tosi did suggest we write to you. We are concerned about the children in our neighborhood and quite frankly this cat has made us apprehensive about leaving our homes. We should be able to live here & not be afraid.

Thank you in advance for whatever you might be able to do to help our neighborhood to be safe again.

Sincerely,

Jan Rizzo

George Rizzo

Judy Wolfson

Harold Wolfson

Gail Ekwurtzel

Jeanne O'Reilly

Lorraine Bobrick 59 Fairway Circle

Mark Bobrick 59 Fairway Circle

Pat Murphy 61 Fairway Circle

Barbara Nelson 64 Fairway Circle

CC : Natick Chief of Police

Natick Town Administrator

Natick Public Health

Natick Animal Control Officer

Fairway Estate Board of Trustees

Jayson Stokes
178 S. Main Street
Natick, MA 01760
617.201.1175

Board of Selectmen
Natick Town Hall
13 East Central Street
2nd floor

Monday, October 2, 2017

Board of Selectmen-

My name is Jayson Stokes and I currently reside at 178 S. Main Street, Natick. I would like to change my address to Rockland street.

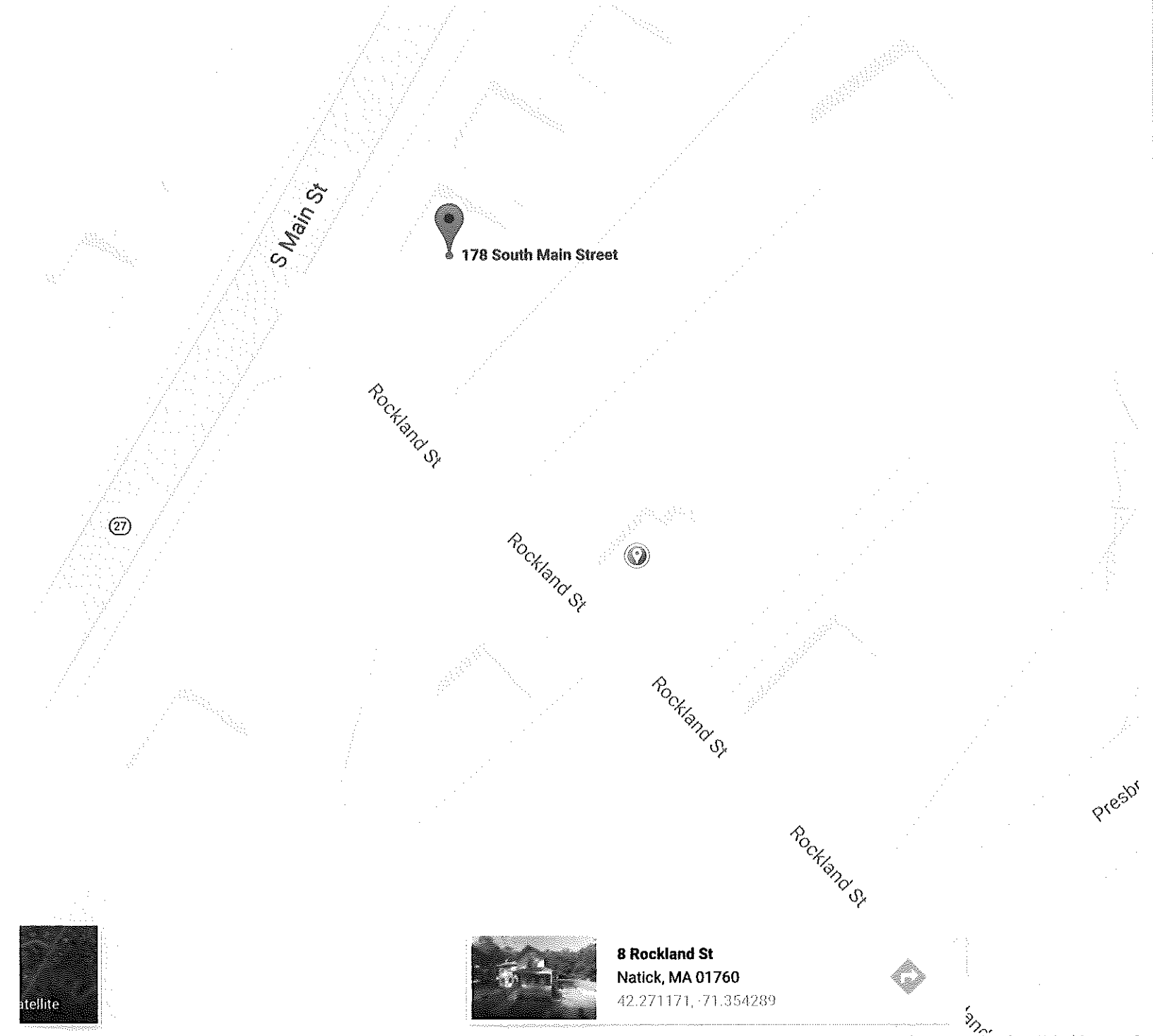
My driveway is on Rockland Street, the main entry door is not the front door, rather the side door off of Rockland. Since the next house down from me is 8 Rockland Street. I'd like to change my address to 6, 4 or 2 Rockland Street.

Regards,

Jayson Stokes

Enc: Maps of area

RECEIVED
OCT 10 2017
BOARD OF SELECTMEN
NATICK, MA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Natick, MA 01760
42.271171, -71.354289
Map data ©2017 Google
United States

Rochester
Google

Gmail by Google

Patricia O'Neil <poneil@natickma.org>

Fwd: Address Change

1 message

Donna Donovan <ddonovan@natickma.org> Tue, Oct 10, 2017 at 4:42 PM
To: Patricia O'Neil <poneil@natickma.org>

Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

--------- Forwarded message ---------
From: **Marylee Watkins** <watkins@natickpolice.com>
Date: Tue, Oct 10, 2017 at 1:47 PM
Subject: Re: Address Change
To: Donna Donovan <ddonovan@natickma.org>

Not yet I will add to the list

On Tue, Oct 10, 2017 at 1:35 PM, Donna Donovan <ddonovan@natickma.org> wrote:

> Hi Marylee,
>
> I am not sure if this has come before the Safety Committee yet.
>
> Thanks.
>
> Donna Donovan
> Senior Executive Assistant
> Town of Natick
> 508-647-6410

--
Marylee E. Watkins
Senior Executive Assistant
To Chief of Police
508-647-9510 ext 2625

Bowditch
& Dewey
ATTORNEYS

James D. Hanrahan
Direct telephone: 508-416-2404
Direct facsimile: 508-929-3016
Email: jhanrahan@bowditch.com

October 12, 2017

VIA EMAIL AND HAND DELIVERY
Board of Selectmen
Town of Framingham
150 Concord Street, Room 121
Framingham, MA 01702

Attention: Cheryl Tully Stoll

Re: TJX/Route 30 Road Improvements

Dear Members of the Board :

I am writing on behalf of The TJX Companies with respect to proposed road improvements at the Speen Street/Route 30 intersection. We have been working with the towns of Framingham and Natick, as well as Mass DOT on design improvements to this intersection for a number of years, most recently in conjunction with the proposed expansion of the TJX campus.

In the course of title research related to the design of these intersection improvements it became apparent that two (2) small triangles of land owned by the Town of Framingham, one located in Natick and one located in Framingham, are included in the area of proposed road improvements. These parcels were acquired by the Town of Framingham pursuant to a deed from the Massachusetts Department of Transportation dated February 10, 2010 record in Middlesex South District Registry of Deeds in Book 54283, Page 321 (the "Rail Trail Deed" attached hereto as Exhibit A)

The two (2) parcels of land are shown as parcel T-F-1 and parcel T-N-1 on a plan entitled "Massachusetts Department of Transportation Plan of Road and Railroad in the Town of Framingham/Natick Middlesex County Altered and Laid Out as a State Highway by the Massachusetts Department of Transportation, Highway Division" (the "Rt.30 Detail Plan") attached hereto as Exhibit B, along with legal descriptions of each parcel attached as Exhibits B-1 and B-2. The two parcels are intended to be part of the new road layout, but are currently part of the Cochituate Rail Trail.

{Client Files/310691/0003/COR/F1164518.DOCX;2}

The Rail Trail Deed expressly restricts the use of the Rail Trail property for "purposes of constructing, operating and maintaining a rail trail." Violation of this restriction could result in reverter of title to Mass DOT of the entire Rail Trail Parcel. To avoid this unintended result we propose the following actions:

(i) Pursuant to the terms of the Rail Trail Deed (paragraph 7), MassDOT will exercise its right of reverter with respect to parcel T-F-1 and parcel T-N-1 based on its determination that such parcels are necessary for future public transportation purposes and take both parcels back from the Town of Framingham;

(ii) MassDot will subsequently deed parcel T-F-1 to the Town of Framingham and deed parcel T-N-1 to the Town of Natick. Once so conveyed both parcels will be free of ant "Rail Trail" use restriction; and

(iii) Framingham and Natick will then be able to layout the Rt. 30 road improvements as currently designed.

In order for this to occur, Framingham is entitled to a "two years written notice" from Mass DOT prior to its exercise of a right of reverter. The purpose of this letter, and our appearance before the Board of Selectmen on October 17th, is to request that the Town of Framingham wave the two year right of notice . This will allow MassDOT to exercise this limited right of reverter with respect to the two small parcels of land on an expedited basis so that the road work project can move forward.

This matter has previously been discussed with the Framingham officials over the past two years. Attached as Exhibit C is a letter dated July 8, 2016 from Robert J. Halpin to The TJX Companies outlining those previous discussions.

Should you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

James D. Hanrahan

JDH:smm
Enclosures
cc: ***via email w/enclosures***
Robert Halpin, Town Manager
Peter Sellers, Director of Public Works
Eric B. Johnson PE,Town Engineer
Amanda Zuretti, Town Council
Martha White, Town of Natick, Town Administrator
Mike Brogan, TJX
Ken Downey, TJX
Lisa Schwartz, TJX
Scott Doty, John G. Crowe Associates, Inc.
{Client Files/310691/0003/COR/F1164518.DOCX;2}

Exhibit A

2010 00024541
Bk: 54283 Pg: 321 Doc: DEED
Page: 1 of 41 02/11/2010 10:07 AM

Framingham & Natick Saxonville Track, Towns of Framingham and Natick See Plan 104 of 2010

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that the Massachusetts Department of Transportation ("Grantor"), a body politic and corporate and a public instrumentality of the Commonwealth of Massachusetts duly established and existing pursuant to M.G.L. Chapter 6C, as amended, and successor-in-interest to the Massachusetts Turnpike Authority ("Authority") pursuant to Chapter 25 of the Acts of 2009, as amended, having a principal place of business at Ten Park Plaza, Boston, Massachusetts 02116, for consideration paid in the amount of Four Hundred Forty Thousand and 00/100 Dollars ($440,000.00) and in consideration of the covenants and agreements set forth herein, hereby grants to the Town of Framingham, a municipal corporation of the Commonwealth of Massachusetts, having a principal place of business at 150 Concord Street, Framingham, MA 01702, and its successors and assigns ("Grantee"), with QUITCLAIM COVENANTS, the land located in the Towns of Framingham and Natick, Middlesex County, Massachusetts, shown as Parcels "A-1", "A" and "C" on a plan dated October 28, 2009, entitled "Plan of Property Owned by Massachusetts Department of Transportation in the Towns of Framingham and Natick, Massachusetts, Middlesex County", prepared by Cullinan Engineering Co., Inc., to be recorded herewith and by reference made a part hereof, as more specifically bounded and described on **Exhibit A** attached hereto, together with any buildings and improvements thereon (such land and any improvements being herein collectively referred to as the "Property"), the control and management of which parcels shall be under the Town of Framingham Public Works Department, being a portion of the land of Grantor, acquired by Grantor's predecessor-in-interest, the Authority, pursuant to that certain Deed from Consolidated Rail Corporation, dated March 7, 1990, and recorded with the Middlesex South County Registry of Deeds in Book 20507, Page 406.

Grantor further conveys to Grantee the perpetual, non-exclusive right and easement to use the Easement Areas (as hereinafter defined), in common with Grantor and others from time to time entitled thereto, for the purposes of constructing, operating, maintaining, repairing, replacing and removing (1) a trail for bicycle, pedestrian and other non-motorized transportation,

When recorded, return to:

Heather W. Kingsbury, Esq.
Petrini & Associates, P.C.
372 Union Avenue
Framingham, MA 01702

recreation and associated purposes for non-commercial public recreational use and (2) underground pipes and other appurtenant equipment or facilities deemed reasonably necessary with respect thereto, as may be necessary or desirable for the drainage and flowage of sewage (the "Easements"). As used herein, the term "Easement Areas" means those certain areas of land, shown as "Proposed Access and Utility Easement #1" and "Proposed 24' Wide Access and Utility Easement #2" on said plan, as more specifically bounded and described on **Exhibit A** attached hereto (collectively, the "Easement Areas"), containing, respectively, 6,856± square feet within land of Grantor shown as Parcel "B" on said plan and 4,720± square feet within land of Grantor shown as Parcel "D" on said plan. The Easement Areas are portions of land of Grantor, acquired by Grantor's predecessor-in-interest pursuant to that certain Deed from Consolidated Rail Corporation to the Authority, dated March 7, 1990, and recorded with the Middlesex South County Registry of Deeds in Book 20507, Page 406. This grant of the Easements and the rights, easements and obligations of Grantor and Grantee contained herein with respect thereto are further subject to the terms and provisions of that certain Easement Agreement, dated as of the date hereof, by and between Grantor and Grantee (the "Agreement"), which is attached hereto as **Exhibit B** and made part hereof, as if its terms and provisions were stated fully herein.

Grantor reserves to itself the right to relocate at any time and from time to time all or such portions of the Easement Areas or Grantee's improvements therein to such locations, as Grantor shall so designate which afford similar utility to Grantee for the purposes for which said Easements are granted, as further provided in the Agreement. The rights and easements granted in the Easement Areas are granted without any interference with or prejudice to the rights of Grantor thereof, and those claiming by, through, or under Grantor, except so far as is reasonably necessary in the exercise of the rights and easements hereby granted, and there are reserved to Grantor and its successors and assigns, all its respective rights in and to the use of the Easement Areas for all purposes not inconsistent with the use thereof for the purposes for which said Easements are granted, as further provided in the Agreement.

Grantee covenants and agrees that it shall not cause or permit any unlawful conduct, unreasonable annoyance or nuisance to exist or arise in the course of, or as a result of, the use of the Easement Areas, nor permit any activity or omission which constitutes or results in unlawful conduct, unreasonable annoyance or nuisance. Grantee further covenants and agrees that it shall not interfere with Grantor's operation of the Massachusetts Turnpike (Interstate Route 90) or any of its facilities, or permit any activity or omission which would interfere with Grantor's operation of the Massachusetts Turnpike (Interstate Route 90) or any of it facilities.

Grantee shall comply at all times with all federal, state, and local laws, regulations, ordinances, and permits with jurisdiction over and applicable to the Easement Areas and their use. Without limiting the scope of the foregoing, Grantee shall conduct its operation in compliance with all federal, state, and local laws, regulations, ordinances, and permits relating to environmental contamination.

To the extent that the terms and provisions of this grant of the Easements conflict with the terms and provisions of the Agreement, the terms and provisions of the Agreement shall govern.

The Property and the Easement Areas are conveyed to Grantee subject to (i) any and all restrictions, easements, reservations, eminent domain takings, encumbrances and/or other

matters of record to the extent in force and applicable, (ii) all restrictions, releases, indemnities, covenants and agreements herein, (iii) any state or local taxes whether or not due and payable, (iv) any applicable Federal Highway Administration regulations, and (v) the various rights and easements described on **Exhibit C** hereto and, with respect to the Property only, the right of reverter in Paragraph 7 below.

Grantor hereby expressly disclaims any representations or warranties of any nature, express or implied or otherwise, except as expressly set forth herein. By accepting this Deed, Grantee agrees that Grantor has made no representation or warranty about the condition of the Property and the Easement Areas, including, without limitation, no representation or warranty about the presence or absence of oil, hazardous materials or hazardous wastes as those terms are defined in the Massachusetts General Laws, Chapter 21E, as from time to time amended (collectively, "Hazardous Materials"), and as further defined in all other applicable state and Federal laws regarding Hazardous Materials on, in, at, over, under, from, through or associated with the Property and the Easement Areas; nor has Grantor made any representation as to the fitness of the Property and the Easement Areas for any proposed use, the suitability of the Property and the Easement Areas for any particular purpose, or as to the ability of the Grantee to obtain any necessary permits or approvals relating to the Property and the Easement Areas.

Grantee hereby accepts the Property and the Easement Areas "as is", "where is", and "with all defects", including, but not limited to, any Hazardous Materials that may be present on, in, at, over, under, from, through or associated with the Property and the Easement Areas. Therefore, by accepting and recording this Deed, Grantee hereby releases Grantor and its successors and assigns from any liability because of any condition of the Property and the Easement Areas. Notwithstanding anything contained herein to the contrary, Grantee shall have no responsibility and shall not indemnify Grantor for Hazardous Materials on abutting property that have migrated or migrate from the Property, unless such migration of Hazardous Materials results from or in connection with Grantee's use of the Property or the Easement Areas or the exercise of Grantee's rights in the Easements.

As part of the consideration for this Deed and by accepting and recording this Deed, Grantee and its successors and assigns covenants and agrees to all of the following:

(1) To indemnify, defend (at the option of Grantor) and save Grantor harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever (hereinafter collectively referred to as "Claims"), including, without limitation, (a) those related to personal injuries or death or property damage, and (b) those related to Hazardous Materials that may be imposed upon, incurred by, or asserted against Grantor because of the condition of the Property and the Easement Areas at closing. The Grantee's covenant to indemnify, defend and save Grantor harmless from Claims related to Hazardous Materials includes indemnifying, defending and saving the Grantor harmless from claims arising from the presence of Hazardous Material on, in, at, over, under, from, through or associated with the Property and the Easement Areas and from the presence of any Hazardous Materials on abutting property resulting from or in connection with Grantee's use of the Property and the Easement Areas or the exercise of Grantee's rights in the Easements.

(2) Not to sue, nor encourage or assist others to sue, or commence action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief against Grantor arising out of the condition of the Property and the Easement Areas at closing, including, but not limited to, the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Property and the Easement Areas.

(3) To perform any required response action related to the Property and the Easement Areas required by a governmental authority (including without limitation, any response action required to be performed on abutting property if such required response action is caused by the migration of Hazardous Materials onto such abutting property, which migration results from or in connection with Grantee's use of the Property and the Easement Areas or the exercise of Grantee's rights in the Easements) at Grantee's sole cost and expense and in accordance with Massachusetts General Laws Chapter 21E, the Massachusetts Contingency Plan, and any other Applicable Laws. For the purpose of this Deed, the term "Applicable Laws" with regard to environmental laws, means, without limitation, all state and/or Federal laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices, relating in any way to the control and/or abatement of environmental pollution and environmental hazards that now or at any time hereafter may be applicable.

(4) The Property and the Easement Areas are conveyed subject to the provisions of the Deed from Consolidated Rail Corporation to Grantor's predecessor-in-interest, the Authority, dated March 7, 1990 recorded with said Registry of Deeds in Book 20507, Page 406, which provisions Grantee agrees to comply with.

(5) Grantee acknowledges and agrees that the Property and the Easement Areas, as former railroad property, are subject to the provisions of M.G.L. Chapter 40, Section 54A and Grantee shall seek approval from the Massachusetts Department of Transportation pursuant to said Chapter 40, Section 54A in connection with the construction of any improvements on or within the Property or the Easement Areas.

(6) No permanent surface improvements shall be permitted on the Property or the Easement Areas without the prior written approval of Grantor, which approval may be withheld at the sole discretion of Grantor. Further, with respect to any subsurface improvements, the top of any pipes or utilities and any subsurface improvements installed within the Property or the Easement Areas shall be a minimum depth of 6 feet 5 inches from the top of the rail and existing grade.

(7) In the event Grantor determines that the Property is necessary for future public transportation purposes, upon two (2) years written notice to Grantee, title to the Property shall revert to Grantor, and Grantee and all those claiming by, through or under Grantee shall cease use of the Property and Grantee shall have no right, title or interest in the Property; provided, however, that if, at the time of such reversion of title, there is an existing subsurface use of the Property by Grantee for utility purposes, Grantor agrees to grant a subsurface utility easement to Grantee upon Grantor's standard terms and conditions, subject to approval of Grantor's Board of Directors and/or other approvals, as applicable. Said subsurface utility easement which may be granted by Grantor to Grantee as a result of such reversion of title may be in the location of

Grantee's existing subsurface improvements or, if determined to be necessary by Grantor in its reasonable discretion, in an alternative location within the Property or within other land of Grantor. Grantor also agrees to perform and pay for all reasonable costs and expenses associated with the relocation or reconstruction of Grantee's subsurface improvements located in or under the Property at the time of such reversion of title, which relocation or reconstruction, Grantor, in its reasonable discretion, determines is necessary in connection with Grantor's public transportation purposes. Upon such a reversion of title, Grantor agrees to reimburse Grantee for the then fair market value of the Property reverting to Grantor but in no event greater than Four Hundred Forty Thousand and 00/100 Dollars ($440,000.00), less the fair market value of the utility easement granted by Grantor to Grantee, if any. Except as otherwise set forth in this Paragraph 7, Grantor shall not be responsible or liable for any direct, indirect or consequential costs or damages incurred by Grantee as a result of any such reversion of title or any such relocation or reconstruction of Grantee's subsurface improvements.

(8) Grantee acknowledges and agrees that it is Grantee's intention to use the Property and the Easement Areas for purposes of constructing, operating and maintaining a rail trail which shall be an extension of the Cochituate Rail Trail and for purposes of constructing, operating and maintaining an underground gravity sewer.

(9) To include the covenants and agreements set forth in the foregoing Paragraphs numbered 1 through 8 and in this Paragraph 9 in any subsequent Deed of all or part of the Property or the Easement Areas.

All the terms and provisions of this Deed shall bind and inure to the benefit of the Grantor and Grantee and their successors and assigns, respectively. All covenants and agreements made in this Deed shall run with the Property and the Easement Areas, as applicable.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the Grantor has duly executed this Quitclaim Deed as a sealed instrument as of this 10th day of February, 2010.

GRANTOR

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

By: _____
Name: Jeffrey B. Mullan
Title: Secretary & Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss February 10, 2010

Before me, the undersigned notary public, personally appeared Jeffrey B. Mullan, in his capacity as Secretary and Chief Executive Officer of the Massachusetts Department of Transportation, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was [_] photographic identification with signature issued by a federal or state governmental agency, [_] oath or affirmation of a credible witness, or [X] personal knowledge of the undersigned.

_____
Print Name: Timothy James Famulare
Notary Public
My Commission Expires: June 11, 2010

TIMOTHY JAMES FAMULARE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 11, 2010

[redacted]

EXHIBIT A

Metes & Bounds Description of Property and Easement Areas

[redacted]

Parcel A-1

Description of land in the Commonwealth of Massachusetts, County of Middlesex, Town of Natick, on the northerly side of Commonwealth Road (Route 30) now or formerly owned by Massachusetts Turnpike Authority and shown as Parcel "A-1" on a plan by Cullinan Engineering Co., Inc. titled " Plan of Property owned by Massachusetts Department of Transportation in the Towns of Framingham and Natick, Massachusetts" and dated October 28, 2009, bounded and described as follows:

Beginning at a point on the northerly sideline of Commonwealth Road at the most southeasterly corner of the parcel to be described;

THENCE S 77° 35' 57" W, along said northerly sideline of Commonwealth Road, a distance of 5.83 feet to a point at Cochituate Road in the Town of Framingham;

THENCE N 30° 02' 54" E the following two distances;

3.95 feet along the easterly end of the 1997 Town of Framingham Alteration of Cochituate Road (Route 30), and 1.12 feet along land now or formerly of Massachusetts Turnpike Authority, to a point at land now or formerly of Cochituate Realty, Inc.;

THENCE S 45° 14' 53" E, along land now or formerly of Cochituate Realty Inc., a distance of 4.45 feet to the Point of Beginning;

The above-described parcel contains 11 square feet, more or less.

Parcel A

Description of land in the Commonwealth of Massachusetts, County of Middlesex, Town of Framingham, on the northerly side of Cochituate Road (Route 30) now or formerly owned by Massachusetts Turnpike Authority and shown as Parcel "A" on a plan by Cullinan Engineering Co., Inc. titled " Plan of Property owned by Massachusetts Department of Transportation in the Towns of Framingham and Natick, Massachusetts" and dated October 28, 2009, bounded and described as follows:

Beginning at a point on the northerly sideline of Cochituate Road (Route 30) at the most southeasterly corner of the parcel to be described; said point being the most northeasterly corner of land now or formerly of Cumberland Farms, Inc.

THENCE N 45° 14' 53" W, along land of various owners, a distance of 1133.02 feet to a point at Parcel "B" land now or formerly of Massachusetts Turnpike Authority as shown on the above mentioned Cullinan plan;

THENCE N 26° 12' 00" E, along Parcel " B" land now or formerly of Massachusetts Turnpike Authority, a distance of 78.32 feet to land now or formerly of Campanelli Framingham Trust;

THENCE S 45° 14' 53" E, along land now or formerly of Campanelli Framingham Trust, a distance of 543.93 feet to a point at land now or formerly of Generazio Realty Trust;

THENCE S 37° 20' 41" E, along land now or formerly of Generazio Realty Trust, a distance of 60.00 feet to a point at land now or formerly of Cochituate Realty, Inc.;

THENCE S 45° 14' 53" E, along land now or formerly of Cochituate Realty, Inc., a distance of 610.74 feet to a point at the northerly corner of Parcel "A-1" as shown on the above mentioned Cullinan plan;

THENCE S 30° 02' 54" W, a distance of 1.12 feet to a point on the northerly sideline of the 1997 Town of Framingham Alteration of Cochituate Road (Route 30)

THENCE S 85° 45' 41" W, along the northerly sideline of the 1997 Town of Framingham Alteration of Cochituate Road (Route 30), a distance of 86.02 feet to the Point of Beginning;

The above-described parcel contains 82,124 square feet, 1.8853 acres, more or less.

Parcel "B"

Description of land in the Commonwealth of Massachusetts, County of Middlesex, Town of Framingham, off the northerly side of Speen Street, now or formerly owned by Massachusetts Turnpike Authority and shown as Parcel "B" on a plan by Cullinan Engineering Co., Inc. titled Plan of Property owned by Massachusetts Department of Transportation in the Towns of Framingham and Natick, Massachusetts" and dated October 28, 2009, bounded and described as follows:

Beginning at the most southeasterly corner of the parcel to be described; said point being the most southwesterly corner of Parcel "A" at the northerly sideline of Speen Street as shown on the above referenced plan by Cullinan Engineering Co., Inc.

THENCE N 45° 14' 53" E, through land now or formerly of Massachusetts Turnpike Authority, a distance of 263.71 feet to a point at Parcel "C" as shown on the above mentioned Cullinan plan;

THENCE N 26° 12' 00" E, along Parcel "C", a distance of 78.32 feet to a point at land now or formerly of George Luchetti Family Trust and the Massachusetts Turnpike Authority;

THENCE S 45° 14' 53" E, through land now or formerly of Massachusetts Turnpike Authority, a distance of 263.71 feet to a point at Parcel "A" as shown on the above mentioned Cullinan plan;

THENCE S 26° 12' 00" W, along Parcel "A", a distance of 78.32 feet to the POINT OF BEGINNING;

The above-described parcel contains 19,580 square feet, more or less.

Parcel "C"

Description of land in the Commonwealth of Massachusetts, County of Middlesex, Town of Framingham, now or formerly owned by Massachusetts Turnpike Authority and shown as Parcel "C" on a plan by Cullinan Engineering Co., Inc. titled "Plan of Property owned by Massachusetts Department of Transportation in the Towns of Framingham and Natick, Massachusetts" and dated October 28, 2009, bounded and described as follows:

Beginning at the most southeasterly corner of the parcel to be described; said point being the most southwesterly corner of Parcel "B" and the corner of land now or formerly of George Luchetti Family Trust as shown on the above referenced plan by Cullinan Engineering Co., Inc.

THENCE along land now or formerly of George Luchetti Family Trust the following two (2) courses; N 45° 14' 53" W, a distance of 101.72 feet;

AND N 50° 44' 09" W, a distance of 75.00 feet to a point at a non-tangent curvature;

THENCE along various owners in a northwesterly direction by a curve to the right having a radius of 2587.89 feet, an arc distance of 490.24 feet to a point on the southerly sideline of Massachusetts Turnpike - Interstate Route 90;

THENCE S 78° 25' 47" E, along the southerly sideline of Interstate Route 90, a distance of 117.16 feet to a point at other land now or formerly of George Luchetti Family Trust;

THENCE in a southeasterly direction by a curve to the left having a radius of 2505.39 feet, an arc distance of 465.04 feet to a point of tangency;

THENCE S 45° 14' 53" E, along land now or formerly of George Luchetti Family Trust, a distance of 76.80 feet to a point at Parcel "B" as shown on the above mentioned Cullinan plan;

THENCE S 26° 12' 00" W, along Parcel "B", a distance of 78.32 feet to the POINT OF BEGINNING;

The above-described parcel contains 48,810 square feet, 1.1205 acres, more or less.

Parcel "D"

Description of land in the Commonwealth of Massachusetts, County of Middlesex, Town of Framingham, now or formerly owned by Massachusetts Turnpike Authority and shown as Parcel "D" on a plan by Cullinan Engineering Co., Inc. titled "Plan of Property owned by Massachusetts Department of Transportation in the Towns of Framingham and Natick, Massachusetts" and dated October 28, 2009, bounded and described as follows:

Beginning at the most southeasterly corner of the parcel to be described; said point being on the southerly location line of the Massachusetts Turnpike - Interstate Route 90 and S 11° 34' 13" W, 150.00 feet from Massachusetts Turnpike Main Baseline Station 709+31.52.

THENCE along the southerly location line of the Massachusetts Turnpike Authority and Parcel "C" N 78° 25' 47" W, a distance of 117.16 feet to a point of non-tangent curvature;

THENCE along land now or formerly of the Massachusetts Turnpike Authority, in a northwesterly direction by a curve to the right having a radius of 2587.89 feet, an arc distance of 202.13 feet to a point at land now or formerly of Consolidated Rail Corporation;

THENCE S 78° 25' 47" E, along land now or formerly of Consolidated Rail Corporation, a distance of 108.70 feet to a point of non-tangent curvature at other land now or formerly of the Massachusetts Turnpike Authority;

THENCE in a southeasterly direction by a curve to the left having a radius of 2505.39 feet, an arc distance of 207.91 feet to the POINT OF BEGINNING;

The above-described parcel contains 16,907 square feet, more or less.

Access and Utility Easement #1

Description of easement in the Commonwealth of Massachusetts, County of Middlesex, Town of Framingham, within property now or formerly owned by Massachusetts Turnpike Authority and shown as Proposed Access and Utility Easement #1 on a plan by Cullinan Engineering Co., Inc. titled "Plan of Property owned by Massachusetts Department of Transportation in the Towns of Framingham and Natick, Massachusetts" and dated October 28, 2009, bounded and described as follows:

Beginning at the most southeasterly corner of the easement to be described; said point lying on the line separating Parcels "A" and "B" and being N 26° 12' 00" E a distance of 25.86 feet from the most southeasterly corner of Parcel "B" as shown on the above referenced plan by Cullinan Engineering Co., Inc.

THENCE through land now or formerly of Massachusetts Turnpike Authority, Parcel "B" as shown on the above-mentioned plan the following six (6) courses;

N 53°38' 27" W, a distance of 6.10 feet to a point;

N 45°14' 53" W, a distance of 73.05 feet to a point;

S 25° 50' 53" W, a distance of 5.55 feet to a point;

N 45°14' 53" W, a distance of 103.28 feet to a point;

N 26° 25' 06" E, a distance of 5.32 feet to a point;

AND N 45° 20' 43" W, a distance of 81.07 feet to a point at Parcel C;

THENCE N 26° 12' 00" E, along Parcel C, a distance of 25.30 feet to a point;

THENCE through land now or formerly of Massachusetts Turnpike Authority, Parcel "B" as shown on the above mentioned Cullinan plan the following two (2) courses;

S 45° 20' 43" E, a distance of 184.06 feet to a point;

AND S 45° 14' 53" E, a distance of 79.54 feet to a point at Parcel A;

THENCE S 26° 12' 00" W, along Parcel A, a distance of 24.38 feet to the POINT OF BEGINNING;

The above-described easement contains 6,856 square feet, more or less.

24' Wide Access and Utility Easement #2

Description of easement in the Commonwealth of Massachusetts, County of Middlesex, Town of Framingham, within property now or formerly owned by Massachusetts Turnpike Authority and shown as Proposed 24' Wide Access and Utility Easement #2 on a plan by Cullinan Engineering Co., Inc. titled "Plan of Property owned by Massachusetts Department of Transportation in the Towns of Framingham and Natick, Massachusetts" and dated October 28, 2009, bounded and described as follows:

Commencing at a point on the southerly location line of the Massachusetts Turnpike - Interstate Route 90, said point being S 11° 34' 13" W and 150.00 feet from Massachusetts Turnpike Authority Main Baseline Station 709+31.52.

THENCE N 78° 25' 47" W, along the southerly location line of the Massachusetts Turnpike - Interstate Route 90, a distance of 54.14 feet to the TRUE POINT OF BEGINNING;

THENCE N 78° 25' 47" W, along the southerly location line, a distance of 31.46 feet to a point;

THENCE N 28° 43' 16" W, through land now or formerly of Massachusetts Turnpike Authority, a distance of 196.66 feet to a point at land now or formerly of Consolidated Rail Corporation;

THENCE S 78° 25' 47 E, along land now or formerly of Consolidated Rail Corporation, a distance of 31.46 feet to a point;

THENCE S 28° 43' 16" E, through land now or formerly of Massachusetts Turnpike Authority, a distance of 196.66 feet to the TRUE POINT OF BEGINNING;

The above-described easement contains 4,720 square feet, more or less.

EXHIBIT B

Easement Agreement

EASEMENT AGREEMENT
SAXONVILLE TRACK, FRAMINGHAM, MA

This Easement Agreement (this "Agreement") is made as of the 10th day of February, 2010 by and between the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION ("MassDOT"), a body politic and corporate and a public instrumentality of the Commonwealth of Massachusetts duly established and existing pursuant to M.G.L. Chapter 6C, as amended (the "Enabling Act"), and the TOWN OF FRAMINGHAM, a municipal corporation of the Commonwealth of Massachusetts (the "Town") (each a "Party"; collectively, the "Parties").

Recitals

WHEREAS, pursuant to Chapter 25 of the Acts of 2009, as amended, effective November 1, 2009, ownership, possession and control of all real property formerly of the Massachusetts Turnpike Authority (the "Authority") passed to and became vested in MassDOT; and

WHEREAS, MassDOT, as successor-in-interest to the Authority, is the sole owner of a certain parcel of land (the "Premises"), situated in the Towns of Framingham and Natick, County of Middlesex, Commonwealth of Massachusetts, known as the "Saxonville Track," said Premises having been conveyed to the Authority by deed from the Consolidated Rail Corporation, dated March 7, 1990 and recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 20507, Page 406; and

WHEREAS, the Town is currently planning to construct and operate a non-commercial public recreational greenway and non-motorized transportation facility on the Premises in Framingham to be known as the "Cochituate Rail Trail" (the "Town Trail") for the use and benefit of the general public; and

WHEREAS, pursuant to an Administrative Consent Order issued by the Massachusetts Department of Environmental Protection to the Town, the Town is also currently planning to construct and operate an underground gravity sewer (the "Town Sewer") through and under the Premises to the intersection of Concord Street and School Street located at the terminus of the proposed Town Trail; and

WHEREAS, by a deed of even date hereof to be recorded with the Registry (the "Deed"), MassDOT is conveying to the Town all of MassDOT's right, title and interest in those portions of the Premises, shown as Parcel "A-1" in Natick and Parcels "A" and "C" in Framingham on a plan dated October 28, 2009, entitled "Plan of Property Owned by Massachusetts Department of Transportation in the Towns of Framingham and Natick, Massachusetts, Middlesex County", prepared by Cullinan Engineering, to be recorded with the Registry concurrently with the Deed (the "Plan of Easement Areas"), a copy of which Plan of Easement Areas is attached hereto as **Exhibit A**; and

WHEREAS, by the same Deed, MassDOT is granting Easements (as hereinafter defined) to the Town for the purposes of constructing, operating, and maintaining the Town Trail and the Town

Sewer in the Easement Areas (as hereinafter defined), which Deed further provides that said Easements are granted subject to the provisions of this Agreement; and

WHEREAS, pursuant to the Enabling Act, MassDOT has among its powers and duties the power and duty to own, construct, operate and maintain the Turnpike (the "Turnpike," as defined in the Enabling Act); and

WHEREAS, pursuant to the Enabling Act, and subject to the provisions thereof, MassDOT has the power to grant said Easements and enter into this Agreement; and

WHEREAS, MassDOT desires to grant to the Town, and the Town desires to accept such grant from MassDOT of, the Easements in, over, under and through the Easement Areas, all as more particularly described below;

NOW THEREFORE, for good and valuable consideration paid, as stated in the Deed, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:

Agreement

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Exhibits**. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A – Plan of Easement Areas

3. **Agreed Grant of Easement**. Subject to the terms and conditions of this Agreement, MassDOT hereby agrees to grant to the Town, pursuant to the Deed and subject to the provisions thereof, the perpetual, non-exclusive right and easement to use the Easement Areas (as hereinafter defined)), in common with Grantor and others from time to time entitled thereto, but only for the Permitted Uses (as hereinafter defined) (the "Easements"), which Easements shall be subject to the terms and conditions contained herein and subject to all other existing easements or agreements of record or otherwise affecting the Premises or any portion thereof, and to the state of facts which a personal inspection or accurate survey would disclose and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises or any portion thereof, together with any appurtenant rights to maintain, repair, renew, replace, use and remove same. As used herein, the term "Easement Areas" means those certain areas within the Premises, which are shown as "Proposed Access and Utility Easement #1" and "Proposed 24' Wide Access and Utility Easement #2" on the Plan of Easement Areas, and which are more particularly described in the Deed. As used herein, the term "MassDOT's Remaining Land" means those certain portions of the Premises, shown as Parcels "B" and "D" on the Plan of Easement Areas, less the Easement Areas.

4. **Permitted Uses.**

A. **Scope of Permitted Uses**. The Town agrees and acknowledges that the Town's permitted uses of the Easement Areas (the "Permitted Uses") are as follows, with all other uses of the Easement Areas, as permitted herein, hereby reserved to and retained by MassDOT:

(i) To design, construct, use, inspect, repair, replace, remove and maintain (a) a corridor for bicycle, pedestrian and other non-motorized transportation, recreation and associated purposes, and made of asphalt, macadam, stone dust, or other similar surface on the Easement Areas and other appurtenant improvements deemed reasonably necessary with respect thereto (the "Greenway"), and/or (b) subsurface sewer pipes and other appurtenant equipment or facilities deemed reasonably necessary with respect thereto within the Easement Areas as may be necessary or desirable for the drainage and flowage of sewage (the "Sewer System"; the Greenway and the Sewer System are hereinafter collectively referred to as the "Planned Improvements"); all in accordance with Approved Improvements Plans (as defined in *Section 7.B* herein) and in connection therewith, the Town shall be permitted to conduct cleaning, clearing, landscaping, excavating, demolishing, grading, filling and paving activities in order to construct any Planned Improvements within the Easement Areas in accordance with this Agreement;

(ii) To monitor and patrol the Greenway;

(iii) To mark, sign, light and monument the Greenway in a manner consistent with the Town Trail and otherwise in compliance with local laws and codes; and

(iv) To provide sewer service by means of the Sewer System.

B. **Restrictions on Permitted Uses**. The Town's use of the Easement Areas shall be strictly limited to the Permitted Uses. Without limiting the generality of the foregoing, the Permitted Uses shall be subject to the following limitations and restrictions:

(i) No motorized vehicles or equipment shall be used or operated on the Easement Areas except as necessary for emergency vehicle access, construction, maintenance, inspection, removal, replacement or repair of the Planned Improvements or Additional Improvements ("Additional Improvements" being defined as any improvements permitted by the terms hereof which are constructed by the Town on the Easement Areas in addition to the Planned Improvements) and policing of the Easement Areas; provided however that the use of motorized wheelchairs and similar aids to the handicapped shall be permitted.

(ii) In no event shall any buildings or structures be erected by the Town within the Easement Areas except as permitted hereunder.

(iii) No utilities or subsurface or above-grade communications facilities (other than the Sewer System and drainage, water, electrical or other service which are required for the Permitted Uses of the Greenway) shall be installed within the Easement Areas, without the prior written consent of MassDOT.

(iv) No junk, trash, solid waste, or unsightly or offensive materials shall be dumped, placed, stored or otherwise disposed of within the Easement Areas.

(v) The Town shall not conduct any subsurface testing of the Easement Areas without the prior written consent of MassDOT.

(vi) All activities on the Easement Areas shall be conducted in compliance with Applicable Laws and the Permits (as such terms are defined in *Section 7.B(iii)* herein).

5. **Reservations/Restrictions**.

A. **No Air Rights**. The Easements granted herein shall be limited to the surface and subsurface of the Easement Areas, and MassDOT hereby expressly reserves all air rights with respect thereto except as may be permitted pursuant to *Section 4.B(iii) above* or as may be reasonably required on a temporary basis to construct the Planned Improvements or Additional Improvements.

B. **Reservation of Rights and Easements by MassDOT**. MassDOT reserves and retains the following rights and easements in and with respect to the Easement Areas, provided that, (i) in exercising the following rights and easements, MassDOT and/or any third parties which may from time to time be entitled to similar rights or easements in and with respect to the Easement Areas shall not materially interfere with the Town's use of the Easement Areas (except temporarily in the event of an emergency or as otherwise may be required to comply with all Applicable Laws, and in all such cases, MassDOT and/or such third parties shall be obligated to use reasonable efforts to minimize such interference), and (ii) promptly following the completion of any work in connection with the following rights and easements, MassDOT and/or such third parties shall reasonably restore or repair any portions of the Easement Areas disturbed in connection with such work to substantially the same condition as they were in prior to the commencement of such work:

(i) the right and easement to enter upon the Easement Areas on foot or with vehicles, machinery and equipment, for such periods and at such times as may be reasonably necessary to install, construct, erect, alter, inspect, maintain, repair, relocate and replace from time to time (at, above or below grade) any and all roadways, bridges, ramps, walkways, driveways, utilities and related equipment and facilities, drainage facilities, or other improvements, structures, facilities, systems, elements or components of the Turnpike;

(ii) the right and easement to access the Easement Areas and to do all things necessary within the Easement Areas from time to time, on foot or with vehicles, machinery and equipment, for such periods and at such times as may be reasonably necessary to safely operate the Turnpike and its appurtenances and to protect and secure all other property, facilities, rights, duties or obligations of MassDOT pertaining to the use, operation or safety of the Turnpike or any of its related components or facilities; and

(iii) the right and easement to install, construct, erect, lay, maintain, inspect, repair, use, relocate and replace, all from time to time, utilities and related equipment and

facilities; drainage facilities; telephone, radio, paging or other communications systems, equipment, fixtures or facilities, including, without limitation, for the transmission or reception of radio, analog, digital, fiber optic, or other signals or means or forms of communication, and whether located underground or above ground, free-standing, affixed to or located on or within a building or other structure or improvement, or otherwise; and the right in connection with the foregoing to enter upon the Easement Areas from time to time with vehicles, machinery and equipment for such periods and at such times as may be reasonably necessary to perform such installation, construction, erection, laying, maintenance, inspection, repair, use, relocation and replacement, as the case may be, from time to time; and the right to grant to third parties similar rights and easements (whether in the form of a lease, license, easement or other agreement), on similar terms and conditions.

C. **Reservation of Use; Limited Easement**. Notwithstanding anything contained in this Agreement to the contrary, MassDOT and its agents, contractors, employees, invitees, designees and all others claiming by, through or under MassDOT, shall have the right to make all use of the Easement Areas which do not materially interfere with the exercise by the Town of the rights and easements granted herein. The rights and easements granted herein are conveyed without the interference with or prejudice to the rights of MassDOT and all others claiming by, through or under MassDOT, except so far as is reasonably necessary in the exercise of the rights and easements hereby conveyed to the Town, and there are reserved to MassDOT and its successors and assigns and all others claiming by, through or under MassDOT or its successors and assigns all their respective rights in and to the use of the land lying within the Easement Areas for all lawful purposes not inconsistent with the use thereof by the Town for the purposes hereinbefore granted.

Notwithstanding anything contained in this Agreement to the contrary, the Town shall have no rights or easements in or with respect to the Easement Areas except to the extent expressly provided in this Agreement.

6. **Additional Town Covenants**. In addition to its other covenants contained herein, the Town covenants and agrees as follows:

A. Not to interfere in any material respect with the activities of MassDOT or others on MassDOT's Remaining Land and the Easement Areas;

B. To cause no damage to the improvements of others within MassDOT's Remaining Land and the Easement Areas, including without limitation, any surface or subsurface utilities or other improvements;

C. To obtain the consent of MassDOT, as provided in *Section 7 below* prior to the construction by the Town of any Planned Improvements or Additional Improvements; and

D. To obtain the consent of MassDOT prior to cutting any trees on the Easement Areas other than for routine maintenance. Such consent shall not be unreasonably withheld,

and MassDOT shall endeavor to grant or deny such consent within thirty (30) days of any request for such consent by the Town.

7. **Condition of Easement Areas/Construction of Improvements**.

A. **Condition of Easement Areas**. The Town acknowledges and agrees for itself and its contractors, agents, employees, representatives, and invitees that it accepts the Easement Areas in "as is" condition, that this Agreement does not place upon MassDOT any obligation to make any repairs, renovations, or alterations to the Easement Areas, and that MassDOT has made no representations or warranties regarding the adequacy, operability, safety, or fitness of the Easement Areas for any particular purpose or use, or that the Easement Areas complies with applicable laws, ordinances, rules and regulations of government authorities. The Town further acknowledges and agrees for itself and its contractors, agents, employees, representatives, and invitees that entry and activities upon the Easement Areas by the Town and its contractors, agents, employees, representatives, and invitees and the general public shall be at their sole risk and expense and at no risk and expense of MassDOT.

B. **Design and Construction of Planned Improvements**.

(i) **Preconditions**. Prior to commencing any construction, repair, alteration, modification, or demolition of any of the Planned Improvements and/or any Additional Improvements, the Town shall:

(a) Submit to MassDOT detailed design and construction plans reflecting same ("Improvements Plans") and obtain MassDOT's approval thereof (as approved by MassDOT, "Approved Improvements Plans"), with such approval not to be unreasonably withheld. If MassDOT rejects the Town's proposed Improvements Plans, it shall specify with particularity the reason for such rejection, and the Town shall have the Improvements Plans revised to address such concern(s) and shall again submit the revised Improvements Plans to MassDOT for its approval.

(b) Obtain a work permit issued by MassDOT's Chief Engineer.

(c) Submit to MassDOT a certificate of insurance complying with *Section 12* herein.

(ii) **Temporary Construction Easement**. In connection with the construction of any Planned Improvements and/or Additional Improvements, the Town shall be permitted access over the surface of a portion of MassDOT's Remaining Land for purposes of such construction for a period equal to the design and construction schedule for such Planned Improvements and/or Additional Improvements so long as the Town obtains a separate work permit for such access from MassDOT's chief engineer prior to commencement of any work associated with construction of such Planned Improvements and/or Additional Improvements.

(iii) **General Requirements**. The Planned Improvements and/or any Additional Improvements shall be constructed by the Town at its sole cost and expense, in a good and workmanlike manner, and in compliance with all applicable laws, codes, statutes, bylaws, rules and regulations (collectively, "Applicable Laws"). The Town shall be solely responsible for obtaining all required permits, approvals, licenses and orders (collectively, the "Permits") required for the construction and use of the Planned Improvements and/or any Additional Improvements. The Town shall be responsible for the design and construction of the Planned Improvements and/or any Additional Improvements, including without limitation any clearing, cleaning, demolition, excavation, grading, paving, and installation of any signage (including directional controls), drainage, lighting, security or other utilities required in connection with the Town's Planned Improvements and/or any Additional Improvements. The Town shall make adequate provision for bicycle and pedestrian traffic controls on the Greenway where the Greenway crosses or intersects driveways, parking areas, streets, or other automobile routes along the Greenway, and shall construct the Greenway in accordance with AASHTO Bike Path Standards or MassDOT design standards. The Town shall also make adequate provision for MassDOT's access to and across the Easement Areas for all purposes not inconsistent with this Agreement.

(iv) **Additional Improvements**. If the Town desires to construct any Additional Improvements, said Additional Improvements shall be subject to all the provisions set forth in this *Section 7* with respect to the Planned Improvements.

C. **Maintenance and Repairs**. The Town shall, at Town's sole cost and expense, maintain, repair and replace the Planned Improvements, and any Additional Improvements hereafter constructed on the Easement Areas. All such work shall be performed in a good and workmanlike manner and in compliance with all Applicable Laws. If the Town fails to perform any maintenance, repairs, or replacements as necessary to keep the Easement Areas in a safe condition or in compliance with Applicable Laws, then, if the Town fails to commence to correct such failure within thirty (30) days of receipt of written notice from MassDOT or fails to diligently prosecute such correction through to completion, MassDOT may, but shall not be obligated to, perform such maintenance, repairs, or replacements and shall be reimbursed by the Town, upon demand, for the costs and expenses incurred by MassDOT in performing such work. All costs to be reimbursed by the Town to MassDOT in accordance with the provisions of this *Subsection C* shall be paid within thirty (30) days after receipt by the Town from MassDOT of an invoice therefor, and shall bear interest thereafter at the rate of ten percent (10%) per annum until paid in full, and the Town shall pay all costs of collection of such invoice, including reasonable attorneys' fees.

8. **Right of Relocation**. Notwithstanding anything contained in this Agreement to the contrary, if, at any time or from time to time while this Agreement is in effect, MassDOT determines in good faith that relocation of all or any portion of the Easement Areas, the Planned Improvements, and/or any Additional Improvements is essential to the continued protection of MassDOT's interests in, or obligations regarding, the Turnpike or the use of the Premises or any portion thereof for future transportation purposes and the safe and proper operation of the Turnpike or of the Premises or any portion thereof for future transportation purposes, MassDOT shall have the right, upon reasonable advance written notice to the Town, to relocate all or such

portions of the Easement Areas, the Planned Improvements, and/or any Additional Improvements to a location, as MassDOT shall so designate, which affords similar utility to the Town for the purposes for which the Easements are granted, subject to the terms and conditions hereof.

9. **Termination**.

A. **Termination Events**. The Easements shall terminate upon the occurrence of any of the following events (each a "Termination Event"), with such termination to be effective thirty (30) days after MassDOT delivers written notice thereof to the Town:

(i) The construction or installation on the Easement Areas of any building, structure or other improvement other than a Planned Improvement or an Additional Improvement approved by MassDOT in accordance with *Section 7.B* herein.

(ii) Any action is taken by the Town or any political subdivision thereof, or by any other federal, state, county or municipal governmental authority, to take the Easement Areas or any portion thereof by eminent domain, but only to the extent such taking actually impairs the Town's Easements in the Easement Areas.

(iii) The Town ceases to use the Easement Areas for the Permitted Uses of the Easements for the Greenway purposes or to operate the Town Trail for a period of time exceeding five (5) years after completion of the Greenway; provided, however, that the Easements shall terminate only with respect to the Town's Permitted Uses of the Easements for the Greenway purposes.

(iv) MassDOT notifies the Town that it intends to use the Easement Areas for transportation purposes, or that it has conveyed the Premises or any portion thereof to a federal or state government agency, which intends to use the Easement Areas for transportation purposes; provided, however, that the Easements shall terminate only with respect to the Town's Permitted Uses of the Easements for the Greenway purposes.

MassDOT agrees to negotiate in good faith in the event that the Town wishes to voluntarily terminate the Easements and cease all use of the Easement Areas.

In the event of termination of the Easements as provided herein, this Agreement and the rights and obligations of the parties hereunder shall terminate and be of no further force or effect (except such rights and obligations as may expressly survive such termination), and the Town, and all those claiming by, through and under the Town, shall immediately cease all use of the Easement Areas and shall surrender the Easement Areas, together with any and all improvements thereon, except the Sewer System and any Additional Improvements approved by MassDOT in accordance with *Section 7.B* herein which are appurtenant to the Sewer System, to MassDOT. Without limiting the rights of MassDOT set forth in this *Section 9*, MassDOT shall have the right to enforce this Agreement and the obligations of the Town hereunder by proceedings at law or in equity, including without limitation the right to obtain injunctive relief with respect to any default by the Town under this Agreement.

B. **Event of Default**.

(i) **Defined**. As used herein, the term "Event of Default" means the Town's failure to fulfill any of its obligations hereunder and to commence the cure of such failure within ten (10) days' after receiving written notice thereof from MassDOT, or such longer period as may be provided for herein or, following commencement of such cure, failure to diligently prosecute such cure through to completion and, in any event, within a period of ninety (90) days.

(ii) **Termination for Default**. Upon the occurrence of an Event of Default, MassDOT, in addition to any other remedies available to it hereunder, at law or in equity, may terminate this Agreement immediately upon delivering written notice to the Town, such termination to be effective thirty (30) days after MassDOT delivers written notice thereof to the Town.

(iii) **Self-Help**. If the Town fails to fulfill any of its obligations hereunder, then, if the Town does not commence the cure of such failure within ten (10) days after written notice from MassDOT, or such longer period as may be provided herein, or fails to diligently prosecute such cure through to completion, MassDOT may, but shall not be required to, perform such obligation and in such event the Town shall promptly reimburse MassDOT for all expenses incurred in connection therewith.

(iv) **Default Rate**. Any sums payable hereunder which are not paid when due shall incur interest at the rate of the lesser of eighteen percent (18%) per annum and the maximum lawful rate (the "Default Rate"), except as provided in *Section 7.C above*.

C. **Notice of Termination**. The Town agrees that, upon the occurrence of any termination of this Agreement pursuant to the provisions hereof, the Town shall execute and deliver to MassDOT a Notice of Termination of Easement Agreement for recording with the Registry, provided further that the Town's failure or refusal to execute such Notice of Termination upon request shall not impair the effectiveness of such termination.

10. **Hazardous Waste**. Without limiting any of the Town's obligations under this Agreement, the Town agrees that it shall not itself, nor permit its agents, servants, invitees, contractors, subcontractors or other third parties acting by, through or under any of them to use, generate, store, release or dispose of, on, under or about the Easement Areas, or on any structures located thereon from any source whatsoever, or transport to or from the Easement Areas, any hazardous wastes or toxic substances ("hazardous materials") in any manner without express written authorization from MassDOT. For purposes of this *Section 10*, "hazardous materials" shall include but not be limited to substances defined as "hazardous materials," "hazardous substances," hazardous waste," "toxic substances," "pollutants," or "contaminants" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9301 et seq.; Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sec. 1802 et seq.; and Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6903 et seq.; or applicable federal and Massachusetts law now or hereafter enacted including all other regulations and policies adopted or publications promulgated thereunder.

Without in any way limiting the scope of the foregoing or any other part of this Agreement, the Town shall defend, indemnify and hold harmless MassDOT, including its board members, bond trustees, officers, agents, attorneys, servants and employees, from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from any breach by the Town or its agents, servants, invitees, contractors, subcontractors or other third parties acting by, through or under any of them of their obligations under this Section 10, including, but not limited to: (a) claims of third parties (including governmental agencies), for damages, penalties, response costs, injunctive or other relief; (b) expenses, including fees of attorneys and experts, of reporting the release or existence of hazardous materials to any governmental agency or of remediating any environmental contamination caused thereby; or (c) any and all expenses or obligations, including attorneys' fees, incurred at, before or after any trial or appeal therefrom or administrative proceeding or appeal therefrom whether or not taxable as costs, including without limitation, attorneys' fees, witness fees (expert or otherwise), deposition costs, copying and telephone charges or other expenses, all of which shall limit the rights of either party under applicable environmental laws, including environmental contamination or the release or threat of release of oil or hazardous materials, arising out of or relating to the use or activities of the Town or its agents, servants, invitees, contractors, or subcontractors within the Easement Areas, except to the extent caused by the negligence or intentional misconduct of MassDOT or its agents.

Notwithstanding anything contained herein to the contrary, the Town shall have no responsibility and shall not indemnify MassDOT for hazardous materials on abutting property that have migrated or migrate from the Premises, unless such migration of hazardous materials results from or in connection with the Town's use of the Premises or the Easement Areas.

The indemnification obligation under this *Section 10* shall survive any termination of this Agreement and, except as otherwise provided by law, shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Town, its officers, employees, agents, servants, subcontractors, or by any other person acting for or by permission of the Town.

MassDOT shall give notice of any claim subject to the provisions of this *Section 10* to the Town within sixty (60) days of the date on which MassDOT gains actual knowledge of a claim, provided, however, that knowledge of a potential claim shall not constitute knowledge of a claim.

11. **Indemnification**. The Town hereby agrees to indemnify, protect, defend and save MassDOT, its board members, officers, agents, attorneys, servants, employees, successors, assigns and representatives, tenants, subtenants, contractors, subcontractors, licensees, invitees, bond trustees and mortgagees (the "Indemnified Parties"), harmless from and against any and all losses, damages, actions, fines, penalties, demands, liability and expense, including attorneys' fees and costs through litigation and all appeals, of every kind, nature and description which are incurred or suffered by any one or more of the Indemnified Parties based upon or arising out of, in whole or in part, the acts or negligence of the Town, or any of the Town's affiliates, tenants, subtenants, licensees, invitees, employees, agents, contractors or subcontractors and/or any party acting by, through or under any of them in the exercise by the Town of the rights and easements granted hereunder or of any other activity, undertaking or obligation pursuant to this Agreement, or based upon or arising out of any breach of or default under this Agreement by the Town.

Nothing contained herein shall be construed to make the Town liable for any injury or loss caused solely by the negligence or willful misconduct of MassDOT or any agent, contractor or employee of MassDOT. No action or direction of MassDOT shall be deemed to be the exercise of supervision or control over the Town's performance that is contrary to an independent contractor relationship.

The indemnification obligation under this *Section 11* shall survive any termination of this Agreement and, except as otherwise provided by law, shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Town, its officers, employees, agents, servants, subcontractors, or by any other person acting for or by permission of the Town.

12. **Insurance**. At its sole cost and expense, the Town shall maintain, and shall cause its contractors and/or subcontractors to purchase and maintain, adequate insurance coverage, at all times while this Agreement is in force and effect, to include but not be limited to the following types and amounts of coverage:

A. **Minimum Insurance Coverage Required**. The following minimum insurance coverage is required.

(i) Workers' Compensation Insurance with statutory benefits and Employer's Liability of not less than $500,000 per accident for all persons to be employed by the Town and its contractors and/or subcontractors in connection with this Agreement. MassDOT acknowledges that the Town is self-insured for Workers' Compensation and Employer's Liability Insurance in the amount of $500,000.00, and the Town shall notify MassDOT of any material changes in the amount of its self-insurance. The Town and its contractors and/or subcontractors shall continue such insurance as required by M.G.L. c. 152 in full force and effect while this Agreement is in effect.

(ii) Automobile Liability Insurance covering owned, non-owed and hired vehicles with combined limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence for bodily injury and/or property damage liability. The policy shall be endorsed to name MassDOT and its bond trustees as additional insureds (without any obligation to pay premiums).

(iii)Commercial General Liability Insurance covering bodily injury and/or property damage liability including contractual liability specifically covering this Agreement, coverage for XCU perils, personal injury, and products liability/completed operations coverage, written on an occurrence form, with combined limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence. The policy shall be endorsed to name MassDOT and its bond trustees as additional insureds (without any obligation to pay premiums).

(iv)Umbrella Liability Insurance with limits of not less than Five Million and 00/100 Dollars ($5,000,000.00) per occurrence excess of the underlying policies specified in subsections ii and iii above. The coverage provided by the policy shall afford coverage that is no less broad than the underlying policies. The policy shall be endorsed

to name MassDOT and its bond trustees as additional insureds (without any obligation to pay premiums).

(v) Pollution Liability Insurance in an amount of not less than Five Million and 00/100 Dollars ($5,000,000.00), and with terms reasonably satisfactory to MassDOT. Such insurance shall extend to MassDOT and the Town, and to the legal representatives of each in the event of death, dissolution or bankruptcy, and shall be endorsed to name MassDOT and its bond trustees as additional insureds (without any obligation to pay premiums). The policies covering pollution liability and products/completed operations shall be maintained for at least three years following completion of work. Notwithstanding anything contained in this Agreement to the contrary, this policy shall be required only at times when the Town undertakes any construction work within the Easement Areas while this Agreement is in force and effect; may be purchased and maintained by either (i) the Town or (ii) its contractors and subcontractors; and shall have coverage of at least Five Million and 00/100 Dollars ($5,000,000.00) per incident, a deductible of at most Fifty Thousand and 00/100 Dollars ($50,000.00) per incident, and a term of not less than five (5) years.

(vi) Such other insurance and in such amounts, or higher coverage limits on the insurance specified under this *Section 12*, as may be reasonably required by MassDOT from time to time while this Agreement is in effect.

B. **Other Insurance Requirements**.

(i) With the exception of the Workers' Compensation and Employers' Liability Insurance policies required under this *Section 12* to be maintained by the Town, all insurance maintained by the Town and its contractors and/or subcontractors pursuant to this Agreement shall be written by insurance companies licensed to do business in the Commonwealth of Massachusetts. If the Town or its contractors and/or subcontractors determines that any such insurance needs to be placed with surplus line carriers not licensed by the Commonwealth, written permission from MassDOT is required. All insurance required hereunder shall be underwritten by insurance companies having a Best's Rating of not less than A-(minus), Financial Size Code IX.

(ii) If requested by MassDOT in writing, the Town shall furnish certified copies of the aforementioned policies to MassDOT's designated representative.

(iii) All insurance maintained by the Town and its contractors and/or subcontractors shall provide that insurance for the benefit of MassDOT shall be primary and MassDOT's and its bond trustees' own insurance shall be non-contributing.

(iv) At all times while this Agreement is in force and effect, the Town shall maintain certificates of insurance evidencing that the above referenced insurance policies are current. Within ten (10) days of the execution of this Agreement and again prior to beginning construction of any of the Planned Improvements and/or any Additional Improvements, or otherwise if requested by MassDOT, the Town shall provide MassDOT with certificates of insurance evidencing the above referenced insurance

policies. The certificates shall contain an unequivocal provision that MassDOT shall be given thirty (30) days prior written notice of cancellation, material change or non-renewal of the coverage.

C. **Contractor Insurance Requirements**. All insurance policies required under this *Section 12* to be maintained by the Town's contractors and/or subcontractors must be endorsed to waive the insurer's rights of subrogation against MassDOT and its bond trustees. The Commercial General Liability Insurance required under this *Section 12* to be maintained by the Town's contractors and/or subcontractors shall expressly provide that the general aggregate limit of liability applies on a per location or per project basis.

D. **Property Damage Release**. The Town hereby releases MassDOT and its board members, officers, agents, attorneys, servants, employees, successors, assigns and representatives, tenants, subtenants, contractors, subcontractors, licensees, invitees, bond trustees and mortgagees from all responsibility for damage to the Town's property.

E. **Non-Compliance**. In the event the Town fails to provide, maintain, keep in force or deliver or furnish to MassDOT the insurance required by this Agreement or evidence of the renewal thereof, MassDOT, in addition to its other rights and remedies contained in this Agreement on account of such failure, shall be authorized (but not required) to procure such insurance, and the Town shall pay all amounts advanced by MassDOT therefor, together with interest at the Default Rate (as defined in *Section 9* herein) until paid in full, upon demand by MassDOT. MassDOT shall not be responsible for nor incur any liability for the insolvency of the insurer or other failure of the insurer to perform, even though MassDOT has caused the insurance to be placed with such insurer pursuant to this *Section 12*.

13. **Vote**. The Town hereby represents to MassDOT that the Town of Framingham, by vote of the Board of Selectmen on February 2, 2010, duly authorized by Town Meeting vote held on April 28, 2009, has agreed to accept the Easements granted by the Deed pursuant to this Agreement, and that no further action is required by any municipal authority for the Town to enter into this Agreement.

14. **Approval and Consent**. Except as otherwise expressly provided herein, anytime MassDOT's approval or consent is required pursuant to this Agreement, the granting or withholding of such approval or consent shall be within MassDOT's sole discretion.

15. **Estoppel Certificate**. Within five (5) days of MassDOT's submission thereof, the Town shall execute and return to MassDOT an estoppel certificate, in form provided by MassDOT in the exercise of its reasonable discretion, confirming factual matters regarding this Agreement.

16. **Successors and Assigns**. Subject to the terms and conditions herein, the terms "MassDOT" and "Town" shall include their respective successors, assigns, heirs, trustees, and successors in title where the context so permits, and the agreements contained herein shall be covenants running with the land and shall be binding upon and inure to the benefit of the Parties hereto and those claiming title to an interest in the Premises, by, through, or under them; provided, however, notwithstanding the foregoing, no owner of the Premises, nor any mortgagee, shall be liable for the performance of any obligation contained herein, or for any breach of any covenant or

agreement contained herein except as expressly provided herein. The Town shall have the right, upon thirty (30) days prior written notice, to assign its rights hereunder to any governmental entity or non-profit organization, provided that such assignee agrees in writing to be bound to the provisions of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms and provisions of this Agreement shall in no way limit MassDOT's right and ability to assign, lease, or otherwise transfer its rights duties and obligations hereunder to a third party.

17. **Counterparts**. This instrument may be executed in counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

18. **Applicable Law**. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

19. **Amendments**. This Agreement may not be amended, modified, or, except as otherwise provided in *Section 9*, terminated except by a written instrument duly executed by the Parties and joined in by the holders of all mortgages of record on the Easement Areas.

20. **Severability**. If any provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. **Further Assurances**. The Parties hereto each hereby agrees to execute, acknowledge and deliver such further assurances and amendments hereto as may from time to time be reasonably requested by the other Party in order to better assure the rights and obligations herein created. If required by MassDOT, the Town also specifically agrees, at the Town's sole cost and expense, to prepare, execute (if necessary) and record any instruments and layout plans confirming the location and legal description of the Easement Areas.

22. **Costs and Expenses**. At the closing of the transaction contemplated by the Deed, the Town agrees to reimburse MassDOT for the costs and expenses incurred by MassDOT or the Authority in connection with the appraisal of the Premises, the preparation of the Plan of Easement Areas, and the preparation of any confirmatory instruments or layout plans required by MassDOT pursuant to *Section 21* herein. The Town further agrees to provide MassDOT with funds in an amount to be agreed upon by the Parties to cover the costs and expenses estimated to be incurred by MassDOT after said closing in connection with the preparation and recording of any confirmatory instruments and/or layout plans required by MassDOT pursuant to *Section 21* herein, which funds shall be held in escrow by MassDOT. Upon the recording of such instruments and/or layout plans, MassDOT shall promptly return to the Town any unexpended portion of said funds held in escrow by MassDOT.

23. **General**. Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine, and vice versa. Headings

used in this Agreement are for convenience or reference only and shall not affect meanings or interpretations of the contents of this Agreement. This Agreement constitutes the entire agreement among the parties as to the subject matter hereof, and there are no representations, warranties, covenants or agreements, express or implied, with respect to the subject matter hereof, other than those expressly set forth herein. Other than the rights, easements and covenants expressly granted or made in this Agreement, there are no other rights, easements or covenants granted or made hereby and none shall be created by implication, necessity or otherwise.

24. **MassDOT's Title**. For MassDOT's title, see recorded with the Registry (the "Registry") in Book 20507, Page 406.

Executed under seal as of this 10th day of February, 2010.

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jeffrey B. Mullan
Title: Secretary and Chief Executive Officer

TOWN OF FRAMINGHAM

By its Board of Selectmen

_____
A. Ginger Esty

_____
Jason A. Smith

_____
Charles J. ~~Sisisky~~ S/S Isky

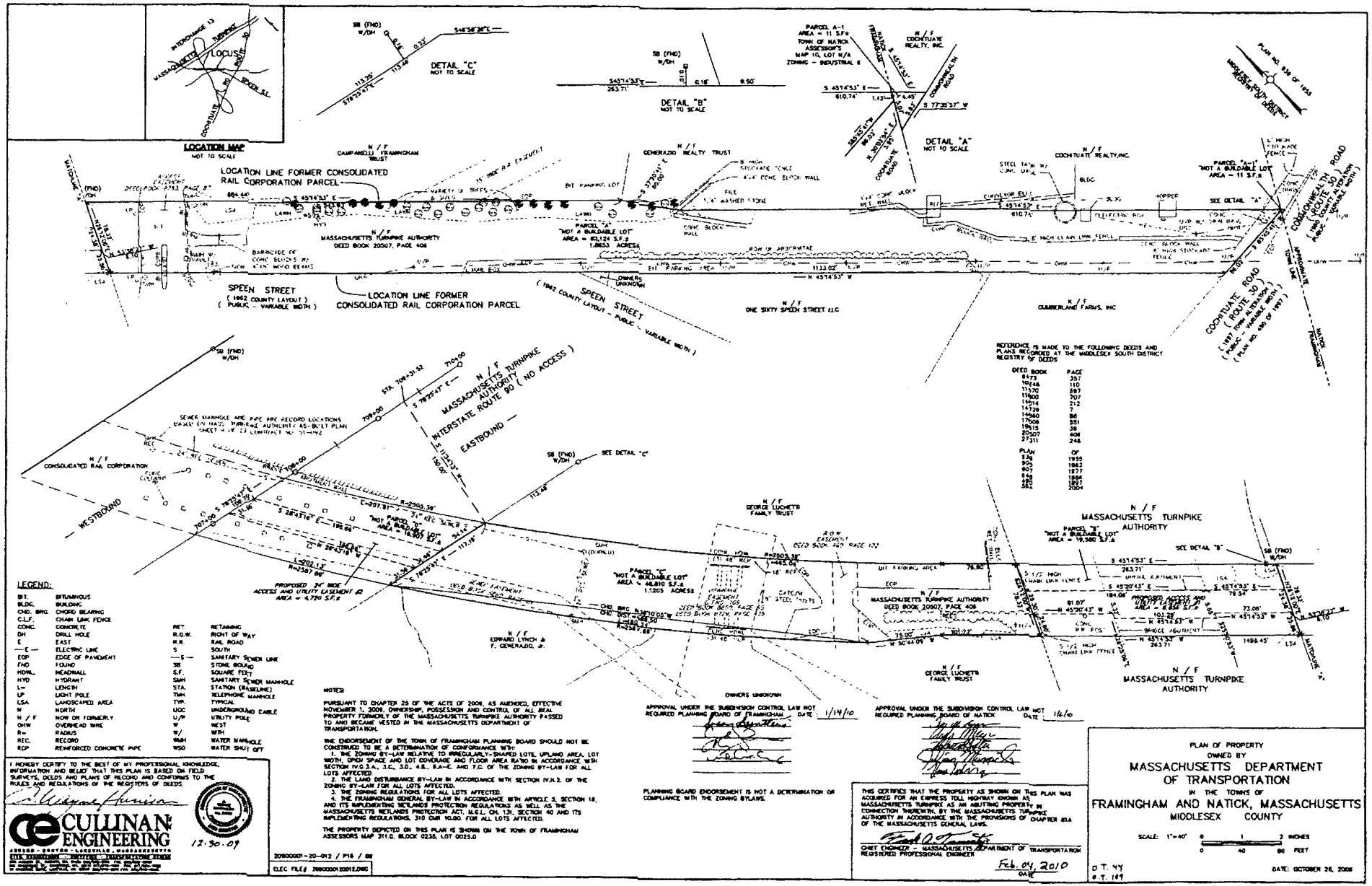
_____
Dennis L. Giombetti

_____
Laurie Lee

Exhibit A

Plan of Easement Areas

See Copy of Plan Attached Hereto



REFERENCE IS MADE TO THE FOLLOWING DEEDS AND PLANS RECORDED AT THE MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS

DEED BOOK	PAGE
8473	357
10646	110
11170	897
11600	707
14914	212
14728	7
14560	86
17006	551
19515	39
20507	406
27311	246

PLAN	OF
536	1935
905	1962
801	1977
848	1984
1201	1987
484	2004

LEGEND:

BIT.	BITUMINOUS		
BLDG.	BUILDING		
CHD. BRG.	CHORD BEARING		
C.L.F.	CHAIN LINK FENCE		
CONC.	CONCRETE	RET.	RETAINING
DH	DRILL HOLE	R.O.W.	RIGHT OF WAY
E	EAST	R.R.	RAIL ROAD
—E—	ELECTRIC LINE	S	SOUTH
EOP	EDGE OF PAVEMENT	—S—	SANITARY SEWER LINE
FND	FOUND	SB	STONE BOUND
HDWL.	HEADWALL	S.F.	SQUARE FEET
HYD	HYDRANT	SMH	SANITARY SEWER MANHOLE
L=	LENGTH	STA.	STATION (BASELINE)
LP	LIGHT POLE	TMH	TELEPHONE MANHOLE
LSA	LANDSCAPED AREA	TYP.	TYPICAL
N	NORTH	UGC	UNDERGROUND CABLE
N / F	NOW OR FORMERLY	U/P	UTILITY POLE
OHW	OVERHEAD WIRE	W	WEST
R=	RADIUS	W/	WITH
REC.	RECORD	WMH	WATER MANHOLE
RCP	REINFORCED CONCRETE PIPE	WSO	WATER SHUT OFF

NOTES

PURSUANT TO CHAPTER 25 OF THE ACTS OF 2009, AS AMENDED, EFFECTIVE NOVEMBER 1, 2009, OWNERSHIP, POSSESSION AND CONTROL OF ALL REAL PROPERTY FORMERLY OF THE MASSACHUSETTS TURNPIKE AUTHORITY PASSED TO AND BECAME VESTED IN THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION.

THE ENDORSEMENT OF THE TOWN OF FRAMINGHAM PLANNING BOARD SHOULD NOT BE CONSTRUED TO BE A DETERMINATION OF CONFORMANCE WITH:

1. THE ZONING BY-LAW RELATIVE TO IRREGULARLY-SHAPED LOTS, UPLAND AREA, LOT WIDTH, OPEN SPACE AND LOT COVERAGE AND FLOOR AREA RATIO IN ACCORDANCE WITH SECTION IV.G.3.A., 3.C., 3.D., 4.B., 6.A-E. AND 7.C. OF THE ZONING BY-LAW FOR ALL LOTS AFFECTED.
2. THE LAND DISTURBANCE BY-LAW IN ACCORDANCE WITH SECTION IV.H.2. OF THE ZONING BY-LAW FOR ALL LOTS AFFECTED.
3. THE ZONING REGULATIONS FOR ALL LOTS AFFECTED.
4. THE FRAMINGHAM GENERAL BY-LAW IN ACCORDANCE WITH ARTICLE 5, SECTION 18, AND ITS IMPLEMENTING WETLANDS PROTECTION REGULATIONS AS WELL AS THE MASSACHUSETTS WETLANDS PROTECTION ACT, M.G.L. CH. 131, SECTION 40 AND ITS IMPLEMENTING REGULATIONS, 310 CMR 10.00. FOR ALL LOTS AFFECTED.

THE PROPERTY DEPICTED ON THIS PLAN IS SHOWN ON THE TOWN OF FRAMINGHAM ASSESSORS MAP 311.0, BLOCK 0235, LOT 0025.0

20900001-20-012 / P16 / 00

ELEC FILE# 20900001 20012.DWG

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT THIS PLAN IS BASED ON FIELD SURVEYS, DEEDS AND PLANS OF RECORD AND CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

CULLINAN ENGINEERING

12-30-09

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED PLANNING BOARD OF FRAMINGHAM DATE: 1/14/10

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED PLANNING BOARD OF NATICK DATE 1/6/10

PLANNING BOARD ENDORSEMENT IS NOT A DETERMINATION OR COMPLIANCE WITH THE ZONING BYLAWS.

THIS CERTIFIES THAT THE PROPERTY AS SHOWN ON THIS PLAN WAS ACQUIRED FOR AN EXPRESS TOLL HIGHWAY KNOWN AS MASSACHUSETTS TURNPIKE AS AN ABUTTING PROPERTY IN CONNECTION THEREWITH, BY THE MASSACHUSETTS TURNPIKE AUTHORITY IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 81A OF THE MASSACHUSETTS GENERAL LAWS.

CHIEF ENGINEER - MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
REGISTERED PROFESSIONAL ENGINEER

Feb. 04, 2010
DATE

PLAN OF PROPERTY
OWNED BY
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
IN THE TOWNS OF
FRAMINGHAM AND NATICK, MASSACHUSETTS
MIDDLESEX COUNTY

SCALE: 1"=40' 0 1 2 INCHES; 0 40 80 FEET

D.T. 44
D.T. 149

DATE: OCTOBER 28, 2009

EXHIBIT C

Statement of Reservations and Easements

1. Reservation of Right to Review and Approve Plans. Grantor hereby reserves the right to review and approve any plans for improvements or other subsurface alterations on the Property and the Easement Areas which may, from time to time, be proposed by Grantee, its successors and assigns, for the limited purposes of ensuring that such proposed improvements would not, if constructed in accordance with such plans, adversely impact the Massachusetts Turnpike (Interstate Route 90), ramps or improvements, structures, facilities, systems, elements or components of the Massachusetts Turnpike (Interstate Route 90), or interfere with Grantor's access thereto.

2. Grantor reserves and retains the following rights and easements in and with respect to the Property and the Easement Areas, provided that, (i) in exercising the following rights and easements, the Grantor and/or any third parties which may from time to time be entitled to similar rights or easements in and with respect to the Property and the Easement Areas shall not materially interfere with the Grantee's use of the Property and the Easement Areas (except temporarily in the event of an emergency or as otherwise may be required to comply with all applicable federal, state, and local laws, statutes, ordinances, by-laws, rules, regulations, restrictions, orders, consents, approvals and permits (collectively, "Legal Requirements"), and in all such cases, Grantor and/or such third parties shall be obligated to use reasonable efforts to minimize such interference), and (ii) promptly following the completion of any work in connection with the following rights and easements, Grantor and/or such third parties shall reasonably restore or repair any portions of the Property or the Easement Areas disturbed in connection with such work to substantially the same condition as they were in prior to the commencement of such work:

   (a) the right and easement to enter upon the Property and the Easement Areas on foot or with vehicles, machinery and equipment, for such periods and at such times as may be reasonably necessary to install, construct, erect, alter, inspect, maintain, repair, relocate and replace from time to time (at, above or below grade) any and all roadways, bridges, ramps, walkways, driveways, utilities and related equipment and facilities, drainage facilities, or other improvements, structures, facilities, systems, elements or components of the Massachusetts Turnpike (Interstate Route 90);

   (b) the right and easement to access the Property and the Easement Areas and to do all things necessary within the Property and the Easement Areas from time to time, on foot or with vehicles, machinery and equipment, for such periods and at such times as may be reasonably necessary to safely operate the Massachusetts Turnpike (Interstate Route 90) and its appurtenances and to protect and secure all other property, facilities, rights, duties or obligations of Grantor pertaining to the use, operation or safety of the Massachusetts Turnpike (Interstate Route 90) or any of its related components or facilities; and

(c) the right and easement to install, construct, erect, lay, maintain, inspect, repair, use, relocate and replace, all from time to time, utilities and related equipment and facilities; drainage facilities; telephone, radio, paging or other communications systems, equipment, fixtures or facilities, including, without limitation, for the transmission or reception of radio, analog, digital, fiber optic, or other signals or means or forms of communication, and whether located underground or above ground, free-standing, affixed to or located on or within a building or other structure or improvement, or otherwise; and the right in connection with the foregoing to enter upon the Property and the Easement Areas from time to time with vehicles, machinery and equipment for such periods and at such times as may be reasonably necessary to perform such installation, construction, erection, laying, maintenance, inspection, repair, use, relocation and replacement, as the case may be, from time to time; and the right to grant to third parties similar rights and easements (whether in the form of a lease, license, easement or other agreement), on similar terms and conditions.

3. Pursuant to that certain Order of Taking No. 109 by the Authority, recorded with the Middlesex South County Registry of Deeds (the "Registry") in Book 8650, Page 95, as affected by that certain Amendment No. 1 to Order of Taking No. 109 by the Authority, recorded with the Registry in Book 8729, Page 435 (as amended, the "Order of Taking"), the Authority, Grantor's predecessor-in-interest, took by right of eminent domain a permanent drainage easement, as further described in the Order of Taking, in a portion of the Property, shown as "Parcel DE-610" (the "Drainage Easement Area") on Sheet 2 of 2 of the plan signed by P. H. Kitfield, Chief Engineer, prepared by the Authority in connection with the Order of Taking and on file in Grantor's office, said plan being entitled "Plan for the Location of a Drainage Easement in Connection with an Express Toll Highway known as 'Massachusetts Turnpike' in the Town of Framingham, Middlesex County, as prepared by the Massachusetts Turnpike Authority Date: December 29, 1955 Scale: 1" = 50'," which plan is recorded with the Registry as Plan No. 42 of 1956. Said Drainage Easement Area is also shown as "Drainage Easement O.T. No. 109, Deed Book 8650, Page 95, Deed Book 8729, Page 435" located within the area of the Property, shown as Parcel "C" on the plan dated October 28, 2009, entitled "Plan of Property Owned by Massachusetts Department of Transportation in the Towns of Framingham and Natick, Massachusetts, Middlesex County", prepared by Cullinan Engineering Co., Inc., to be recorded herewith. Notwithstanding any extinguishment of said permanent drainage easement which may have occurred by the doctrine of merger upon the subsequent conveyance of the fee interest in the Property to Grantor's predecessor-in-interest, the Authority, by that certain Deed from Consolidated Rail Corporation, dated March 7, 1990, and recorded with the Registry in Book 20507, Page 406, Grantor hereby reserves and retains, for itself and its successors and assigns, the same permanent drainage easement as set forth in, and subject to any rights excepted and reserved by the Authority in, said Order of Taking, in, on, over, under and through the Drainage Easement Area; that is, to locate, construct, maintain, inspect, operate, use, repair, relocate, and improve any existing or future drainage culverts and associated structures and facilities as deemed reasonably necessary by the Grantor in connection with the construction, maintenance, repair, improvement, and operation of the roadways,

bridges, ramps, walkways, driveways, utilities and related equipment and facilities, drainage facilities, or other improvements, structures, facilities, systems, elements or components of the Massachusetts Turnpike (Interstate Route 90), together with the right to enter upon the Drainage Easement Area at any time to accomplish the foregoing.

VOTE

VOTED:

That the portion of the Saxonville Spur railroad corridor owned by the Authority between Cochituate Road (Route 30) and the Turnpike mainline in the Town of Framingham, consisting of approximately 168,142 square feet, (the "Property"), is hereby declared to be no longer required by the Authority for the purposes originally purchased.

That the Executive Director, his designee, and/or successor be authorized to approve, negotiate, execute and deliver all documents, agreements, instruments or certifications deemed necessary or desirable to effect (1) the grant of a subsurface utility easement and any necessary temporary construction easements to the Town of Framingham (the "Town") in, on, over, under and through those portions of the Property over which the Turnpike and the Exit 13 viaduct ramps cross (the "Easement Parcels") and (2) the sale of the remaining portions of the Property, i.e. exclusive of the Easement Parcels, (the "Fee Parcels") to the Town for $440,000, on terms and conditions to be generally consistent with those terms and conditions presented to the Board at this meeting with such changes as the Executive Director, his designee, and/or successor shall, with the advice of counsel, deem necessary or desirable.

That the Chief Financial Officer be, and hereby is, authorized to certify the preceding vote immediately after the close of this meeting.

VOTE:

By a unanimous vote of the Board Members, the item was approved.

Yeas __5__ Nays __0__

A true copy,

Joseph McCann

Joseph McCann

Chief Financial Officer

October 28, 2009

DEVAL L. PATRICK
GOVERNOR
TIMOTHY P. MURRAY
LT. GOVERNOR
JEFFREY B. MULLAN
SECRETARY & CEO

Moving Massachusetts Forward.
massDOT
Massachusetts Department of Transportation

I, Elizabeth Levin, Secretary of the Board of Directors (the "Board") of the Massachusetts Department of Transportation (the "Department"), hereby certify as follows:

1. At a Meeting of the Board, acting under the provisions of Chapter 6C of the General Laws, as amended to date, duly called and held on the second day of November, 2009, at which a quorum was present, the following Vote was adopted, and such Vote has not been amended or repealed and is in full force and effect as of the date hereof:

   VOTED: That, in order to streamline and create efficiencies in the Department and to fulfill the founding mission and vision of the Department, the Secretary/CEO be, and hereby is, authorized to execute in the name and on behalf of the Massachusetts Department of Transportation:

   All contracts, instruments, and other agreements, including but not limited to permits, licenses, grant applications and approvals, construction and professional services contracts, contracts for the purchase of goods and services, extra work orders, requests for reimbursement, including, but not limited to, reimbursements from federal agencies, agreements with other political subdivisions, commissions, authorities, and agencies and amendments to any such agreements or instruments, subject to the limitations and/or conditions described in a certain document entitled "Massachusetts Department of Transportation Primary Delegation of Authority, November, 2009" and attached hereto; and be it further

   VOTED: That such delegation of authority shall be effective immediately and shall remain in full force and effect until such time as this Board rescinds or amends said delegation.

2. The following person has been duly appointed to and now holds the office set after his name:

   Jeffrey B. Mullan Secretary/CEO.

A true copy.

Attest: February 10, 2010

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

Elizabeth Levin

Elizabeth Levin, Secretary
Board of Directors of the
Massachusetts Department of Transportation

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS TOWN OF FRAMINGHAM

ACCEPTANCE OF QUITCLAIM DEED

On this 2 day of February, 2010, the undersigned, being a majority of the members of the Board of Selectmen of the Town of Framingham, pursuant to a Vote of the Annual Town Meeting of the Town of Framingham April 28, 2009, under Article 41, hereby accept on behalf of the Town of Framingham the attached Quitclaim Deed from the Massachusetts Department of Transportation, for consideration of $440,000. An attested copy of the Town Meeting vote is attached hereto.

A. Ginger Esty

Jason A. Smith

Charles J. Sisitsky

Dennis L. Giombetti

Laurie Lee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

Then personally appeared before me the above-named A. Ginger Esty, Jason A. Smith, Charles J. Sisitsky, Dennis L. Giombetti and Laurie Lee, being a majority of the Board of Selectmen of the Town of Framingham, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged the same to be their free act and deed before me.

Notary Public
My commission expires 8/2/2013

Town of Framingham
Annual Town Meeting
April 28, 2009

ARTICLE 41

To see if the town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money for the purpose of the design and construction, including related engineering and legal services, of the following sewer projects, and the acquisition of any necessary permanent and/or temporary easements or other interests in land for said projects:

Other sewer projects as set forth in the background materials;

and further to authorize the Board of Selectmen to acquire by gift, purchase, or eminent domain, permanent easements and temporary construction easements or other interests in land for said projects and as further described in the background materials; and further to authorize the Board of Selectmen to take all actions to carry out the purposes of this Article.

Pass any vote or to take any action relative thereto.

Sponsor: **Chief Financial Officer**

May 14, 2009 Voted: That the Town raise and appropriate, transfer from available funds, or borrow the sum of $49,345,850 for the projects listed below, to be spent under the direction of the Town Manager or his designee, and further, that the Town Manager shall be allowed to exceed the appropriation for individual capital projects to be spent under his direction as long as the total amount to be spent does not exceed the total amount appropriated and that such adjustments are in compliance with MGL, Chapter 44, for the purpose of the design and construction, including any related engineering, personnel and legal services, of the following Sewer Department projects, and the acquisition of any necessary permanent and/or temporary easements or other interests in land for said projects:

Town of Framingham
Annual Town Meeting
April 28, 2009

ARTICLE 41 (CONTINUED)

A41A	Backhoe / Loader #752	Sewer	$125,500	101 – 0
A41B	15,000 GVW 4WD Service Body Truck (#301 partial funding)	Sewer	$28,300	101 – 0
A41C	4WD Utility Body Truck – Electrician	Sewer	$84,950	101 – 0
A41D	East Framingham Sewer Improvement Project	Sewer	$40,407,100	101 – 0
A41E	Sewer System Evaluation Study Phase 4	Sewer	$450,000	101 – 0
A41F	Concord Street Sewer Main Replacement – Design and Construction	Sewer	$2,480,000	101 – 0
A41G	State Street Sewer Replacement – Design and Construction	Sewer	$900,000	101 – 0
A41H	SCADA Year 3	Sewer	$350,000	101 – 0
A41I	Sewer Main Replacement Various Locations 2010	Sewer	$200,000	101 – 0
A41J	Grant and Pond Street Area Sewer Replacement – Design	Sewer	$270,000	101 – 0
A41K	Route 9 Sewer Replacement Design	Sewer	$450,000	101 – 0
A41L	Lakeview Pump Station Elimination Project	Sewer	$1,600,000	101 – 0
A41M	Coburn Street Area Sewer Main Replacement	Sewer	$2,000,000	101 – 0

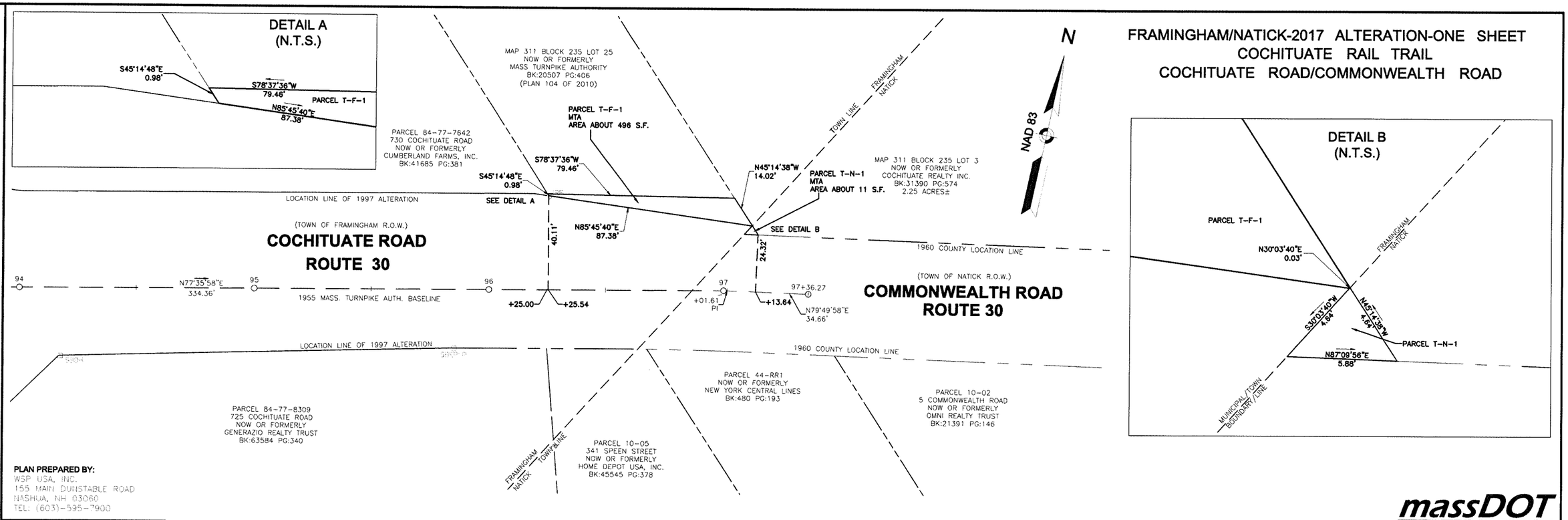
And further, that the Board of Selectmen be authorized to acquire by gift, purchase, or eminent domain, permanent easements and temporary construction easements or other interests in land for said projects, and further that the Board of Selectmen be authorized to take all actions necessary to carry out the purposes of this article.

To meet said appropriation, the Treasurer be authorized, with the approval of the Board of Selectmen, to issue from time to time bonds or notes in the amount of $49,346,850 pursuant to the provisions of MGL, Chapter 44, Section 7 and 8 or any other enabling authority.

A TRUE COPY ATTEST:
Patricia Malloy
TOWN CLERK, FRAMINGHAM

Exhibit B

FRAMINGHAM/NATICK-2017 ALTERATION-ONE SHEET
COCHITUATE RAIL TRAIL
COCHITUATE ROAD/COMMONWEALTH ROAD



PLAN PREPARED BY:
WSP USA, INC.
155 MAIN DUNSTABLE ROAD
NASHUA, NH 03060
TEL: (603)-595-7900

massDOT

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE DAVID P. PRINCE, P.L.S. REG. NO. 52328

0 20 50 100
SCALE: 1" = 20'

THIS CERTIFIES THAT THE LOCATION OF THE STATE HIGHWAY HAS BEEN ALTERED AS SHOWN ON THIS PLAN AND THAT SAID HIGHWAY AS ALTERED WAS LAID OUT AND TAKEN CHARGE OF AS A LIMITED ACCESS STATE HIGHWAY BY THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION ON
IN ACCORDANCE WITH CHAPTER 6C AND CHAPTER 81, SECTION 7C OF THE GENERAL LAWS.

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
DIRECTOR, RIGHT OF WAY BUREAU

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
PLAN OF ROAD AND RAILROAD IN THE TOWN OF
FRAMINGHAM/NATICK
MIDDLESEX COUNTY
ALTERED AND LAID OUT AS A STATE HIGHWAY BY THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION

SCALE: 20 FEET TO THE INCH

CHIEF ENGINEER

4.1 March 2015

Exhibit B-1

LEGAL DESCRIPTION TAKING "T-F-1"

A certain Taking "T-F-1" located within the right of way owned by the Massachusetts Turnpike Authority which is situated in Framingham, Middlesex County, Commonwealth of Massachusetts, said taking and land being shown on a plan entitled "FRAMINGHAM/NATICK-2017 ALTERATION-ONE SHEET" prepared for MADOT, said plan to be recorded with the Middlesex South Registry of Deeds as Plan No. _____ of 2017.

Beginning at the southwesterly corner of the right of way along the northerly sideline of Cochituate Road, thence the following;

N 85°45'40" E eighty-seven and 38/100 feet (87.38') to a point, thence;

N 30°03'40" E 03/100 feet (0.03') to a point, thence;

N 45°14'38" W fourteen and 02/100 feet (14.02') to a point, thence;

S 78°37'36" W seventy-nine and 46/100 feet (79.46') to a point, thence;

S 45°14'38" E 98/100 feet (0.98') to the point of beginning.

Said Taking "T-F-1" containing 496 square feet more or less.

Exhibit B-2

LEGAL DESCRIPTION TAKING "T-N-1"

A certain Taking "T-N-1" located within the right of way owned by the Massachusetts Turnpike Authority which is situated in Natick, Middlesex County, Commonwealth of Massachusetts, said taking and land being shown on a plan entitled "FRAMINGHAM/NATICK-2017 ALTERATION-ONE SHEET" prepared for MADOT, said plan to be recorded with the Middlesex South Registry of Deeds as Plan No. _____ of 2017.

Beginning at the easterly corner of the right of way along the northerly sideline of Cochituate Road, thence the following;

N 45°14'38" W four and 64/100 feet (4.64') to a point, thence;

S 30°03'40" E four and 64/100 feet (4.64') to a point, thence;

N 87°09'56" E five and 88/100 feet (5.88') to the point of beginning.

Said Taking "T-N-1" containing 11 square feet more or less.

Exhibit C

TOWN OF FRAMINGHAM
MEMORIAL BUILDING, 150 CONCORD STREET, FRAMINGHAM, MA 01702-8325
508.532.5400 | WWW.FRAMINGHAMMA.GOV

July 8, 2016

The TJX Companies, Inc.
770 Cochituate Road
Framingham, MA 01701
Attn: Lisa A. Schwartz, Vice President, Legal – Real Estate

Re: Route 30 Widening and Cochituate Rail Trail

Dear Lisa,

I am writing to follow up on the concepts discussed at our meeting on May 4, 2016 (the "Meeting") between The TJX Companies, Inc. ("TJX") and the Town of Framingham (the "Town"). Through this note, I want to memorialize the discussion and affirm the Town's support.

By way of background, TJX's headquarters' campus in Framingham and Natick is bounded to the west by the Cochituate Rail Trail (the "CRT"). The Town of Framingham owns the portion of the CRT located within Framingham. The Town acquired this land pursuant to a deed from the Massachusetts Department of Transportation ("MassDOT") dated February 10, 2010 and recorded in the Middlesex (South) Registry of Deeds in Book 54283, Page 321 (the "CRT Deed"). The CRT Deed expressly restricts the use of the CRT for "purposes of constructing, operating and maintaining a rail trail." (CRT Deed ¶ 8).

For some time, TJX, the Framingham Department of Public Works, MassDOT and others have discussed the potential for expanding the right-turn exit from the TJX headquarters' campus to Route 30 and adding a new westbound lane onto Route 30 (collectively, the "Route 30 Widening"). The Town and TJX agree that it would be prudent to pursue the Route 30 Widening now in anticipation of campus renovations and an expansion project that TJX is currently considering.

The Route 30 Widening will necessitate a reconfiguration of the current intersection of the CRT and Route 30. Specifically, a section of the CRT extending approximately fifteen feet from the CRT's current junction with Route 30 will need to be incorporated into the right of way of the widened road. The land area is approximately 700 square feet, as described in the attached map. The CRT, and the experience of its users, would not be meaningfully impacted because the affected land area is so small and is located at the terminus of the trail at an existing street intersection.

The CRT Deed anticipated that MassDOT might need to reclaim portions of the CRT for "future public transportation purposes," and, if so, MassDOT may exercise a right of reverter after giving "two years written notice" to the Town. (CRT Deed ¶ 7). The Route 30 Widening constitutes a "transportation purpose" justifying the exercise of MassDOT's reverter rights. If MassDOT exercises these rights with respect to the portion of the CRT to be incorporated into the Route 30 right of way, then that portion of

the CRT would no longer be subject to any use restrictions imposed by the CRT Deed, and MassDOT would be able to re-convey the reclaimed land to the Town for incorporation into a widened Route 30 layout.

As noted, under the CRT Deed, MassDOT technically must give the Town two years' advance written notice of any exercise of MassDOT's reverter rights. To expedite the completion of the Route 30 Widening, which, as mentioned, should be pursued now to alleviate existing traffic congestion, the Town agrees, subject to approval by the Board of Selectmen of the actual plan and such future Town Meeting approval as may be required to release the Town's interest in a portion of the CRT, to waive its right to any advance notice of MassDOT's exercise of its reverter rights.

If this letter accurately summarizes the Town's and TJX's understanding with respect to the legal steps that should be taken to implement the CRT-related portion of the Route 30 Widening, the Town suggests that we next should meet with appropriate MassDOT staff to solicit the agency's views on this topic and request its cooperation in the process.

The Town is excited about your company's growth plans for Framingham, and recognizes the importance of the Route 30 widening to your success. Going forward, please keep us informed of developments, questions, or new opportunities.

Sincerely,

for
Robert J. Halpin
Town Manager

Attachment

Cc: Board of Selectmen
Chris Petrini, Town Counsel